

STATE OF UTAH
**MULTI-MEMBER LIMITED LIABILITY COMPANY
OPERATING AGREEMENT (MEMBER-MANAGED)**

Pursuant to Utah Code Title 48, Chapter 3a
(Utah Revised Uniform Limited Liability Company Act)

**ARTICLE I
ORGANIZATION**

1.01 Formation.

This Limited Liability Company (the "Company") has been formed as a Utah limited liability company by filing a Certificate of Organization with the Utah Department of Commerce, Division of Corporations and Commercial Code, pursuant to the Utah Revised Uniform Limited Liability Company Act, Utah Code Title 48, Chapter 3a (the "Act"). This Operating Agreement is entered into pursuant to Utah Code Ann. § 48-3a-112.

1.02 Company Name.

The name of the Company is:

1.03 Principal Office.

The principal office and place of business of the Company is located at:

City:

State:

Zip Code:

1.04 Registered Agent.

The Company shall at all times maintain a registered agent with a physical street address in the State of Utah (no post office box), available during normal business hours to receive service of process. The initial registered agent is:

Name:

Street Address:

City, State, Zip:

1.05 Management Structure.

The Company is organized as a multi-member, member-managed limited liability company pursuant to Utah Code Ann. § 48-3a-407. Member-managed is the statutory default and requires no special OA language to maintain.

1.06 Purpose.

The purpose of the Company is to engage in any lawful business or activity permitted under Utah law and any other applicable jurisdiction. The specific business purpose, if any, is:

1.07 Effective Date.

This Operating Agreement is effective as of the filing date of the Certificate of Organization with the Utah Division of Corporations and Commercial Code, or such other date as stated below:

Effective Date:

ARTICLE II DEFINITIONS

As used in this Operating Agreement, the following terms shall have the meanings set forth below. Capitalized terms not otherwise defined shall have the meanings ascribed to them in the Act.

"Act" means the Utah Revised Uniform Limited Liability Company Act, Utah Code Title 48, Chapter 3a, as amended from time to time.

"Annual Renewal" means the annual renewal filing required by Utah Code Ann. § 48-3a-212, due by the last day of the anniversary month of the Company's formation, with a \$18 fee (current schedule). Failure to renew may result in administrative dissolution under § 48-3a-708.

"Certificate of Organization" means the Certificate of Organization (Limited Liability Company) filed with the Utah Department of Commerce, Division of Corporations and Commercial Code, as may be amended.

"Capital Account" means the account maintained for each Member reflecting contributions, allocated profits/losses, and distributions.

"Capital Contribution" means any contribution of money, property, services, or a promissory note made by a Member to the Company, as reflected in Exhibit 1.

"Charging Order" has the meaning set forth in Utah Code Ann. § 48-3a-503, the exclusive remedy by which a judgment creditor may reach a Member's Transferable Interest.

"Division of Corporations" means the Utah Department of Commerce, Division of Corporations and Commercial Code, the filing authority for Utah LLCs.

"Member" means a person admitted to the Company as a member in accordance with the Act and this Agreement.

"Membership Interest" means a Member's entire interest in the Company, including the Transferable Interest and all management and voting rights.

"Operating Agreement" means this Operating Agreement as authorized by Utah Code Ann. § 48-3a-112. Under § 48-3a-102(16), an operating agreement may be "oral, implied, in a record, or in any combination thereof." This written Agreement is intended to be the complete and exclusive statement of the Members' agreement, superseding all prior oral, implied, or written arrangements. See the integration clause in Section 11.05.

"Ordinary Course of Business" means day-to-day activities consistent with the Company's stated purpose, as distinguished from extraordinary acts requiring supermajority or unanimous approval under Article V.

"Transferable Interest" means a Member's right to receive distributions from the Company under Utah Code Ann. § 48-3a-501. A Transferable Interest does not carry management or voting rights without admission as a Member.

ARTICLE III CAPITAL CONTRIBUTIONS

3.01 Initial Capital Contributions.

Each Member's initial Capital Contribution is set forth in Exhibit 1 attached hereto. Utah law does not specify a minimum capital contribution requirement.

3.02 Form of Contributions.

Capital Contributions may be made in cash, property, services, or a promissory note. The agreed value of any non-cash contribution shall be noted in Exhibit 1.

3.03 Additional Capital Contributions.

No Member shall be required to make additional Capital Contributions beyond the amount in Exhibit 1 unless unanimously agreed in writing. Voluntary additional contributions shall be recorded by amendment to Exhibit 1.

3.04 No Interest on Capital.

No Member shall be entitled to interest on any Capital Contribution unless unanimously agreed in writing.

3.05 Capital Accounts.

The Company shall maintain a separate Capital Account for each Member in accordance with Treasury Regulation § 1.704-1(b)(2)(iv) to the extent applicable.

3.06 No Right to Return of Contributions.

No Member shall have any right to demand or receive the return of any Capital Contribution except as expressly provided in this Agreement or required by the Act.

ARTICLE IV ALLOCATIONS AND DISTRIBUTIONS

4.01 Allocation of Profits and Losses.

OVERRIDE OF UTAH CODE § 48-3a-404 PER-CAPITA DEFAULT: Utah Code Ann. § 48-3a-404 provides that, absent a contrary operating agreement, interim distributions before dissolution are made in EQUAL SHARES among all members and dissociated members, regardless of capital contributions. This per-capita rule is the most common distribution trap in Utah LLCs. This Agreement expressly overrides that default: net profits and losses shall be allocated in proportion to each Member's ownership percentage as set forth in Exhibit 1 — NOT equally.

4.02 Distributions.

Distributions shall be made to Members in proportion to their ownership percentages as set forth in Exhibit 1, at such times and in such amounts as determined pursuant to Article V. This expressly overrides the equal-shares per-capita default of Utah Code Ann. § 48-3a-404.

4.03 Limitations on Distributions.

No distribution shall be made if, after giving effect to it: (a) the Company could not pay its debts as they become due; or (b) total assets would be less than total liabilities. Any Member who receives an unlawful distribution may be liable to the Company under Utah Code Ann. § 48-3a-405.

4.04 Tax Distributions.

To the extent feasible, the Company shall make distributions sufficient to enable each Member to pay federal and state income taxes attributable to the Member's allocable share of Company income at the highest applicable marginal rates. Tax distributions count against each Member's distributive share.

4.05 Withholding.

The Company may withhold from any distribution any amount required by applicable federal or Utah tax law. Withheld amounts shall be treated as distributions to the affected Member.

ARTICLE V MANAGEMENT AND VOTING

5.01 Member-Managed Company.

The Company is a member-managed LLC pursuant to Utah Code Ann. § 48-3a-407(1)-(2). This is the statutory default and requires no special language to maintain.

5.02 Ordinary Business — Percentage Vote.

OVERRIDE OF UTAH CODE § 48-3a-407 EQUAL-VOTE DEFAULT: Utah law gives each member equal voting rights regardless of ownership percentage. This Agreement overrides that default. For all ordinary-course business decisions not listed in Section 5.03, approval requires the affirmative vote of Members holding more than fifty percent (50%) of total outstanding ownership interests, weighted by ownership percentage per Exhibit 1.

5.03 Major Decisions — Supermajority.

The following actions require the affirmative vote of Members holding at least sixty-six and two-thirds percent (66.67%) of total outstanding ownership interests:

- (a) Amending this Operating Agreement (which would otherwise require unanimous consent under § 48-3a-407 default);
- (b) Amending the Certificate of Organization;
- (c) Admitting a new Member (which would otherwise require unanimous consent under § 48-3a-401(3)(c) default);

- (d) Making any interim distribution outside the ordinary course;
- (e) Releasing any Member's obligation to make a Capital Contribution;
- (f) Authorizing the Company to commence winding up and dissolution;
- (g) Selling, leasing, or disposing of substantially all Company assets outside the ordinary course;
- (h) Merging or converting the Company;
- (i) Incurring any single debt or liability in excess of the threshold set forth below:

Debt/liability threshold: \$

5.04 Unanimous Consent.

The following actions require unanimous written consent of all Members: (a) any transaction between the Company and a Member or affiliate outside the ordinary course; and (b) any other matter expressly requiring unanimous consent under the Act that has not been modified by a supermajority threshold in Section 5.03.

5.05 Authority to Bind the Company.

UTAH CODE § 48-3a-301 NOTICE: Under Utah Code Ann. § 48-3a-301, a member is NOT an agent of the LLC solely by reason of being a member. To bind the Company, a Member must have actual authority under this Agreement or apparent authority arising from the LLC's conduct. The following persons are authorized to execute contracts and instruments on behalf of the Company in the ordinary course:

Authorized Signatory:

Add additional authorized signatories (attach schedule)

For extraordinary acts under Sections 5.03 and 5.04, execution requires evidence of the requisite Member approval.

5.06 Meetings and Written Consent.

Members may act by meeting or by written consent without a meeting. A written consent signed by Members holding the requisite ownership percentage shall be as effective as a vote at a duly held meeting.

5.07 Compensation.

Members shall not be entitled to compensation for managing the Company unless separately approved by the requisite Member vote. Members may be reimbursed for documented expenses.

5.08 Annual Renewal Compliance.

The Members shall ensure timely filing of the Company's Annual Renewal with the Utah Division of Corporations by the last day of the anniversary month each year (\$18 fee). Failure to file may result in administrative dissolution under Utah Code Ann. § 48-3a-708 and § 48-3a-701(6).

5.09 Fiscal Year.

The fiscal year of the Company shall be the calendar year unless the Members unanimously elect otherwise in writing.

ARTICLE VI FIDUCIARY DUTIES

6.01 Duty of Loyalty.

Each Member owes a duty of loyalty to the Company as provided in Utah Code Ann. § 48-3a-409, including: (a) accounting for and holding as trustee any property or benefit derived from Company business without Member consent; (b) refraining from dealing with the Company as an adverse party without disclosure and consent; and (c) refraining from competing with the Company in its business before dissolution without unanimous written consent. This duty may be defined but not eliminated under § 48-3a-112.

6.02 Duty of Care.

Each Member owes a duty of care to act in good faith, in a manner reasonably believed to be in the best interests of the Company, with the care a person in a like position would reasonably exercise under similar circumstances, per Utah Code Ann. § 48-3a-409. This duty cannot be unreasonably reduced by this Agreement.

6.03 Obligation of Good Faith and Fair Dealing.

Each Member and Members shall discharge all duties and exercise all rights consistent with the contractual obligation of good faith and fair dealing under Utah Code Ann. § 48-3a-409. This obligation cannot be eliminated by this Agreement.

6.04 Indemnification.

The Company shall indemnify and hold harmless each Member from and against any claim, liability, cost, or expense (including reasonable attorneys' fees) arising from good-faith acts within the scope of authority conferred by this Agreement, pursuant to Utah Code Ann. § 48-3a-408. No indemnification shall be available for bad faith, willful misconduct, recklessness, or a knowing violation of law. Indemnification shall be paid from Company assets only.

6.05 Non-Waivable Provisions.

Under Utah Code Ann. § 48-3a-112, the following cannot be eliminated by this Agreement: (a) the duty of loyalty (may be defined, not eliminated); (b) the duty of care (may not be unreasonably reduced); (c) the obligation of good faith and fair dealing; (d) certain information rights of Members; (e) rights of transferees and creditors under Part 5; and (f) the right to seek judicial dissolution under § 48-3a-701.

ARTICLE VII TRANSFER OF MEMBERSHIP INTEREST

7.01 Restriction on Transfer.

No Member may transfer all or any portion of the Member's Membership Interest or Transferable Interest without the prior written consent of Members holding at least sixty-six and two-thirds percent (66.67%) of total outstanding ownership interests (excluding the transferring Member). Any attempted transfer without such consent is void.

7.02 Permitted Transfers.

A Member may transfer a Transferable Interest (distributional rights only) to: (a) a revocable living trust of which the Member is sole trustee and beneficiary; (b) a wholly-owned entity of the Member; or (c) an immediate family member (spouse, parent, or child), with thirty (30) days prior written notice. A permitted transferee receives only Transferable Interest rights under Utah Code Ann. § 48-3a-501 and does not become a Member unless admitted under Section 7.03.

7.03 Admission of Transferee as Member.

OVERRIDE OF § 48-3a-401(3)(c) UNANIMOUS-CONSENT DEFAULT: Under Utah law, admission of a new member requires unanimous consent by default. This Agreement overrides that default: a transferee may be admitted as a Member upon: (a) approval by Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests; (b) execution of a joinder agreement; and (c) payment of any reasonable admission fee. Until admitted, a transferee has only Transferable Interest rights under Utah Code Ann. § 48-3a-502 — no management rights, voting rights, or information rights.

7.04 Right of First Refusal.

Before transferring any Membership Interest to a third party (other than a Permitted Transfer), the transferring Member must first offer the interest to the remaining Members pro rata at the same price and terms. The remaining Members have thirty (30) days to exercise this right of first refusal by written notice. If not exercised, the transferring Member may proceed, subject to Section 7.01.

7.05 Charging Order — Exclusive Creditor Remedy.

Pursuant to Utah Code Ann. § 48-3a-503, a charging order against a Member's Transferable Interest is the EXCLUSIVE remedy by which a judgment creditor may satisfy a judgment against a Member's interest. A creditor obtaining a charging order may only receive distributions payable to the Member. The charging order does not entitle the creditor to participate in management, vote, or obtain information rights. Foreclosure of a charging order converts the creditor to a transferee with only Transferable Interest rights.

7.06 Death or Incapacity of a Member.

Upon death or legal incapacity of a Member, the Transferable Interest passes to the estate or named beneficiary as a transferee under Utah Code Ann. § 48-3a-502. The estate or beneficiary may receive distributions but has no management or voting rights unless admitted under Section 7.03. The remaining Members shall within ninety (90) days either admit the transferee or purchase the Transferable Interest under Article VIII.

ARTICLE VIII DISSOCIATION AND BUYOUT

8.01 Events of Dissociation.

A Member dissociates upon: (a) voluntary notice of withdrawal; (b) expulsion under Section 8.05; (c) the Member's bankruptcy; or (d) the Member's death or legal incapacity.

8.02 Buyout of Dissociating Member.

Upon a Member's dissociation, the Company or the remaining Members (at their election) shall have the right and obligation to purchase the dissociating Member's Transferable Interest at the price and on the terms specified in Sections 8.03 and 8.04.

8.03 Valuation Method.

The purchase price shall be determined as follows (select one):

- Book Value: the Member's Capital Account balance as of the last day of the month preceding dissociation.
- Independent Appraisal: fair market value by a mutually agreed appraiser within sixty (60) days of dissociation.
- Formula: a multiple of trailing twelve-month EBITDA equal to:
EBITDA Multiple:
- Other (describe):

8.04 Payment Terms.

The purchase price shall be paid as follows (select one):

Lump sum within ninety (90) days of the valuation date.

Equal monthly installments over:

Number of months:

at an interest rate equal to the applicable federal rate (AFR) in effect on the valuation date, evidenced by a promissory note.

8.05 Expulsion of Member.

A Member may be expelled by unanimous written consent of the remaining Members upon: (a) material breach of this Agreement not cured within thirty (30) days of written notice; (b) an event making it unlawful to continue business with the Member; or (c) judicial expulsion. An expelled Member's interest shall be purchased under Sections 8.02–8.04.

ARTICLE IX DISSOLUTION AND WINDING UP

9.01 Events Causing Dissolution.

UTAH CODE § 48-3a-701 (2024 AMENDMENT) NOTICE: Effective July 1, 2024, dissolution events may be set in either the Certificate of Organization or this Operating Agreement. If the two documents conflict, the Company faces a legal conflict under Utah law. The dissolution events below must be reviewed against the Company's Certificate of Organization to ensure consistency. The Company shall be dissolved upon:

- (a) Any dissolution event specified in the Certificate of Organization or this Agreement;
- (b) The written consent of Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests to dissolve;
- (c) An event making it unlawful for all or substantially all of the Company's business to continue;
- (d) A judicial decree of dissolution under Utah Code Ann. § 48-3a-701, upon finding that the economic purpose of the Company is likely to be unreasonably frustrated, that a Member has engaged in oppressive conduct, or that it is not reasonably practicable to continue the Company's business;

(e) Administrative dissolution for failure to file Annual Renewal under Utah Code Ann. § 48-3a-708.

9.02 Winding Up.

Upon dissolution, the Company shall be wound up by a liquidating Member designated by the Members, or upon application by a Member, by a person appointed by a Utah court. During winding up the Company shall: (a) collect all amounts owed; (b) pay and discharge all debts and obligations; (c) distribute remaining assets to Members in accordance with Capital Account balances and then ownership percentages.

9.03 Dissolution Filings.

Upon completion of winding up, the Company shall file appropriate dissolution documents with the Utah Division of Corporations and Commercial Code to formally terminate the Company's existence.

9.04 Reinstatement After Administrative Dissolution.

If administratively dissolved under § 48-3a-708 for failure to file the Annual Renewal, the Company may apply for reinstatement by filing delinquent Annual Renewal(s) and paying all fees and penalties. Upon reinstatement, the Company's existence is treated as if dissolution never occurred with respect to third parties.

ARTICLE X TAX MATTERS

10.01 Tax Classification.

For federal income tax purposes, the Company shall be treated as:

- Partnership (default for multi-member LLC — file IRS Form 1065 and Utah TC-65 partnership return)
- C Corporation (elected via IRS Form 8832; subject to federal corporate tax and Utah corporate income tax)
- S Corporation (requires IRS Form 8832 and Form 2553)

10.02 Utah State Tax.

Utah does not impose a franchise tax on LLCs taxed as disregarded entities or partnerships. Utah imposes state income tax on pass-through income for residents and on Utah-source income for non-residents. LLCs taxed as corporations are subject to Utah's corporate income tax administered by the Utah State Tax Commission.

10.03 Employer Identification Number.

Company EIN:

10.04 Tax Matters Representative.

The Tax Matters Representative of the Company is:

Name:

10.05 Utah Annual Renewal.

The Company's Annual Renewal is due to the Utah Division of Corporations by the last day of the anniversary month of formation each year (\$18 fee, current schedule). This is a separate compliance obligation from any tax filing. Failure to renew may result in administrative dissolution.

10.06 Tax Elections.

All federal and state tax elections that materially affect the Company's tax treatment shall be made by the Members by majority ownership vote and documented in writing.

**ARTICLE XI
MISCELLANEOUS**

11.01 Amendments.

OVERRIDE OF § 48-3a-407 UNANIMOUS-CONSENT DEFAULT: Under Utah law, OA amendments require unanimous consent of all Members by default. This Agreement overrides that default: amendments require approval by Members holding at least sixty-six and two-thirds percent (66.67%) of total ownership interests. All amendments shall be in writing, signed by the requisite Members, and attached to this Agreement.

11.02 Governing Law.

This Operating Agreement shall be governed by and construed in accordance with the laws of the State of Utah, including Utah Code Title 48, Chapter 3a (the Act), without regard to conflict of law principles.

11.03 Consistency with Certificate of Organization.

UTAH § 48-3a-701 (2024 AMENDMENT): Effective July 1, 2024, dissolution events may be set in either the Certificate of Organization or this Operating Agreement. The parties agree to promptly resolve any conflict between this Agreement and the Certificate of Organization. Where § 48-3a-114 provides that the filed Certificate controls as to third parties but this

Agreement controls among Members, the Members shall take all steps to align both documents.

11.04 Dispute Resolution.

The parties agree to attempt in good faith to resolve any dispute through negotiation before pursuing formal proceedings. If negotiation fails within thirty (30) days of written notice:

- Mediation before a mutually agreed mediator in the county of the Company's principal office, before proceeding to litigation.
- Binding arbitration in the county of the Company's principal office under the rules of the American Arbitration Association.
- State or federal courts of Utah (no mandatory mediation or arbitration).

11.05 Integration Clause.

UTAH § 48-3a-102(16) ORAL/IMPLIED OA RISK: Utah Code Ann. § 48-3a-102(16) recognizes oral, implied, and written operating agreements as equally binding. This creates a significant risk that prior email threads, Slack messages, verbal discussions, or course-of-dealing patterns could be treated as binding OA terms. This Section expressly negates that risk: THIS WRITTEN OPERATING AGREEMENT, together with the Certificate of Organization and all exhibits and amendments signed in writing, constitutes the ENTIRE, COMPLETE, AND EXCLUSIVE agreement of the Members and supersedes ALL prior and contemporaneous oral, implied, written, email, electronic, text-message, or other understandings and arrangements, regardless of form. No prior course of dealing, pattern of conduct, or oral statement shall be treated as part of this Agreement.

11.06 Severability.

If any provision of this Operating Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.07 No Third-Party Beneficiaries.

This Agreement is for the exclusive benefit of the parties hereto and their permitted successors and assigns, except as otherwise required by the Act.

11.08 Waiver.

No failure or delay in exercising any right under this Agreement shall operate as a waiver thereof.

11.09 Counterparts and Electronic Signatures.

This Agreement may be executed in counterparts, each constituting an original. Electronic signatures shall be deemed original signatures for all purposes.

11.10 Notices.

All notices shall be in writing and deemed given when: (a) delivered personally; (b) sent by overnight courier with tracking; or (c) sent by email with confirmation of receipt, to the address on file with the Company.

11.11 Authority.

Each person executing this Agreement represents that the person has full power and authority to execute and deliver this Agreement and that execution does not violate any other agreement to which the person is a party.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Members have executed this Operating Agreement as of the date first set forth above.

MEMBER 1

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature

Date: _____

MEMBER 2

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature _____

Date: _____

MEMBER 3

Name:

Title:

Address:

City, State, Zip:

Email:

Ownership %:

Signature _____

Date: _____

(Attach additional Member signature pages as needed)

EXHIBIT 1 — MEMBERS AND CAPITAL CONTRIBUTIONS

The following table sets forth each Member's name, address, initial Capital Contribution, and ownership percentage. Distributions and voting are allocated in proportion to these ownership percentages, expressly overriding the equal-shares per-capita default of Utah Code Ann. § 48-3a-404.

Member Name	Address	Capital Contribution	Ownership %

TOTAL CAPITAL CONTRIBUTIONS:

TOTAL: 100%

(Attach additional sheet for more than 3 Members)

LEGAL DISCLAIMER

This Utah LLC Operating Agreement template is provided by Boost Suite for informational and general reference purposes only. It does not constitute legal advice and does not create an attorney-client relationship. This template is based on the Utah Revised Uniform Limited Liability Company Act, Utah Code Title 48, Chapter 3a, including the 2024 amendment to § 48-3a-701 (dissolution events). Laws may change after publication. Utah's recognition of oral and implied operating agreements under § 48-3a-102(16) makes legal review particularly important for multi-member LLCs. You should consult a licensed Utah attorney before executing this Agreement. The Utah State Bar Lawyer Referral Service (utahbar.org) can connect you with a licensed Utah business attorney. Boost Suite makes no representation that this template is suitable for your specific circumstances. Use is at your own risk.

Your Utah LLC Resources:

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