LLC Operating Agreement Colorado

This **Limited Liability Company Operating Agreement** (“***Agreement***”) is entered into as of _____ ("***Effective Date***"), by and among the undersigned members (collectively, the “***Members***”) of _____, a limited liability company formed under the laws of the State of Colorado (the “***Company***”).

1. Formation and Name

The Company has been formed as a limited liability company pursuant to the laws of the State of Colorado by the filing of Articles of Organization with the appropriate state authority. The name of the Company shall be _____, or such other name as may be approved by the Members in accordance with this Agreement.

2. Principal Office and Registered Agent

The principal office of the Company shall be located at _____ _____ _____ _____ _____ _____, or such other location as determined by the Members. The registered agent and registered office of the Company in the State of Colorado shall be _____, or as may be updated in accordance with applicable law.

3. Purpose

The purpose of the Company is to engage in any lawful business activity for which a limited liability company may be organized under the laws of the State of Colorado.

4. Term

The Company shall continue until dissolved in accordance with this Agreement or as required by law.

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5. Members and Ownership Interests

The Members of the Company and their respective ownership interests are as follows:

Member Name	Address	Ownership Percentage

Ownership percentages represent each Member's proportionate interest in the Company, including rights to profits, losses, and distributions, unless otherwise stated in this Agreement.

6. Capital Contributions

Each Member has contributed or agrees to contribute the following capital to the Company:

Member Name	Contribution Description	Value

No Member shall be required to make additional contributions unless agreed in writing by all Members.

7. Allocation of Profits and Losses

Profits and losses of the Company shall be allocated among the Members in proportion to their respective ownership interests unless otherwise agreed in writing by all Members.

8. Distributions

Distributions of available cash or other assets shall be made to the Members at such times and in such amounts as determined by the Members, in proportion to their ownership interests, subject to applicable law and the Company's financial condition.

9. Management

The Company shall be member-managed. Each Member shall have authority to participate in the management and control of the Company's business and affairs.

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10. Voting Rights

Each Member shall have voting rights proportionate to their ownership interest unless otherwise stated in this Agreement. Decisions shall be made by majority vote of the Members, except for matters requiring unanimous consent under this Agreement or applicable law.

11. Duties and Obligations of Members

Each Member agrees to act in good faith and in a manner reasonably believed to be in the best interests of the Company. Members shall avoid conflicts of interest and shall not use Company assets for personal benefit without proper authorization.

12. Limitation of Liability

No Member or Manager shall be personally liable for the debts, obligations, or liabilities of the Company solely by reason of being a Member or Manager, except as required by applicable law.

13. Indemnification

The Company shall indemnify any Member or Manager against expenses and liabilities reasonably incurred in connection with Company activities, provided such individual acted in good faith and in a manner reasonably believed to be in the best interests of the Company.

14. Records and Accounting

The Company shall maintain complete and accurate records of its operations, including financial statements, tax filings, and Member information. Each Member shall have reasonable access to such records upon request.

15. Transfer of Membership Interests

A Member may not transfer or assign their ownership interest without the prior written consent of the other Members, which shall not be unreasonably withheld. Any permitted transferee shall be bound by the terms of this Agreement.

16. Admission of New Members

New Members may be admitted only with the written consent of all existing Members and upon such terms as the Members may determine.

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17. Withdrawal of Members

A Member may withdraw from the Company upon providing written notice to the other Members in accordance with any notice requirements established by the Company. The terms of withdrawal, including any payment for the departing Member's interest, shall be determined by agreement among the Members.

18. Dissolution and Winding Up

The Company shall be dissolved upon the occurrence of any of the following events:

- Approval of dissolution by the Members
- Entry of a decree of judicial dissolution
- Any other event requiring dissolution under applicable law

Upon dissolution, the Company shall wind up its affairs, settle its obligations, and distribute remaining assets to the Members in proportion to their ownership interests.

19. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado.

20. Amendments

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

21. Entire Agreement

This Agreement constitutes the entire understanding among the Members regarding the subject matter herein and supersedes all prior agreements or understandings.

22. Execution

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.

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Signatures

IN WITNESS WHEREOF, the undersigned have executed this Limited Liability Company Operating Agreement as of the Effective Date written above.

Member 1

Name

Date

Signature

Member 2

Name

Date

Signature

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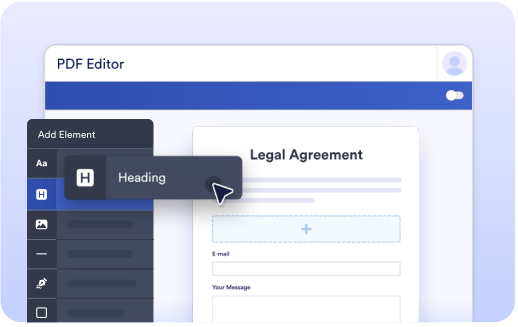
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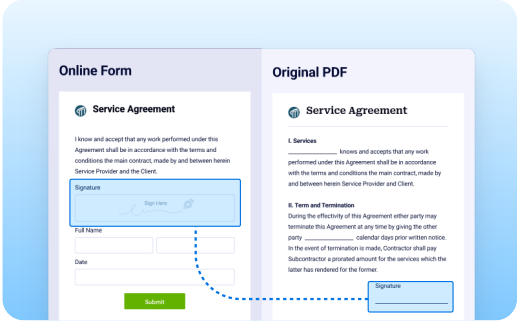
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