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**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

Igadl, Ltd.

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "Ltd. liability company", "limited liability co.", "Ltd. liability co.", "limited", "l.l.c.", "llc", or "Ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

72399 US Highway 40

*(Street number and name)*

Tabernash

*(City)*

CO

*(State)*

80478

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

Mailing address

(leave blank if same as street address)

PO Box 240

*(Street number and name or Post Office Box information)*

Tabernash

*(City)*

CO

*(State)*

80478

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

(if an individual)

Michel

*(Last)*

David

*(First)*

*(Middle)*

*(Suffix)*

or

(if an entity)

*(Caution: Do not provide both an individual and an entity name.)*

Street address

72399 US Highway 40

*(Street number and name)*

Tabernash

*(City)*

CO

*(State)*

80478

*(ZIP Code)*

Mailing address

(leave blank if same as street address)

PO Box 240

*(Street number and name or Post Office Box information)*

Tabernash CO 80478  
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name (if an individual) Salturelli David  
(Last) (First) (Middle) (Suffix)

or

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Mailing address

PO Box 240

(Street number and name or Post Office Box information)

Tabernash CO 80478  
(City) (State) (ZIP/Postal Code)

(Province – if applicable)

United States  
(Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in

(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Michel	David		
<i>(Last)</i>	<i>(First)</i>	<i>(Middle)</i>	<i>(Suffix)</i>
PO Box 240			
<i>(Street number and name or Post Office Box information)</i>			
Tabernash		CO	80478
<i>(City)</i>	<i>(State)</i>	<i>(ZIP/Postal Code)</i>	
United States			
<i>(Province -- if applicable)</i>		<i>(Country)</i>	

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

**OPERATING AGREEMENT OF  
IgadI, Ltd.**

THIS OPERATING AGREEMENT is entered as of the 10<sup>th</sup> day of September, 2014 (the "Effective Date"), by IgadI, Ltd., a limited liability company organized and existing under the laws of the State of Colorado having its principal place of business at 72399 US Highway 40, PO Box 240, Tabernash, CO 80478 (*the "Company"*), and David Salturelli, having an address of 801 Englewood Pkwy., Apt. G207, Englewood, CO 80110 (*the "Member"*), as sole manager and member.

**ARTICLE I. DEFINITIONS**

**1. Certain Definitions.** As used herein, the following terms have the following meanings:

(a) "Act" means the Limited Liability Company Act of the State of Colorado, as from time to time amended.

(b) "Agreement" means this Operating Agreement, as the same may be amended from time to time.

(c) "Code" means the Internal Revenue Code of 1986, as amended from time to time.

(d) "Company" means IgadI, Ltd., the limited liability company formed and governed pursuant to this Agreement.

(e) "Legal Representative" or "legal representative" of a Member shall mean executor, executors, administrator, administrators, committee, guardian, distributee, under the intestacy laws or other personal representative of a deceased Member.

(f) "Person" or "person" shall mean any individual, trust, estate, partnership, association, firm, company, corporation or any state or public officer, agency or instrumentality.

(g) "Property" shall mean any and all assets and property of the Company, real or personal, tangible or intangible (including but not limited to goodwill), including but not limited to money and any legal or equitable interest in any such assets and property, but excluding services and promises to perform services in the future.

(h) "Transfer" or "transfer" shall mean sell, assign, convey, donate, bequeath, pledge, grant a security interest in, encumber, transfer or otherwise dispose of or contract to transfer, whether voluntarily or involuntarily.

(i) "Treasury Regulation(s)" means the regulations of the United States Department of the Treasury promulgated under the Code, as amended or supplemented from time to time.

**1.2. Formation of the Company.** The Member agrees to form the Company under and pursuant to the provisions of the Act, for the purposes and scope set forth in the Articles of Organization

and this Agreement. The Member shall cause to be filed in the appropriate governmental office Articles of Organization that conform to the requirements of the Act in order to constitute the Company as a valid limited liability company under the Act. The costs and expenses associated with its formation shall be borne by the Company.

1.3. **Name.** The Company's name shall be "IgadI, Ltd." and such name shall be used at all times in connection with the business and affairs of the Company.

1.4. **Name and Address of Sole Manager and Member.** The name and mailing address of the Sole Manager and Member are as set forth at the beginning of this Agreement.

1.5. **Principal Office.** The principal office of the Company shall be at 72399 US Highway 40, PO Box 240, Tabernash, CO 80478 or such other location as may be hereinafter determined by the Member.

1.6. **Statutory Agent for Service.** The Company's statutory agent for service shall be David Michel Law, with an address at 72399 US Highway 40, PO Box 240, Tabernash, CO 80478.

1.7. **Election of Tax Status.** Pursuant to Sections 301.7701-1 through 301.7701-3, inclusive, of the Treasury Regulations, the Company elects to be taxed as a disregarded entity for federal, state and local income tax purposes.

## ARTICLE II. CAPITAL CONTRIBUTIONS

2.1. **Initial Capital Contributions.** As of the Effective Date, the Member has heretofore made his or its respective capital contributions to the Company as reflected on Schedule A attached hereto and incorporated herein by reference.

2.2. **Additional Capital Contributions.** The Member shall not be required to make capital contributions in addition to those mentioned in the preceding paragraph.

## ARTICLE III. DISTRIBUTIONS

3.1. **Distributions.** Subject to the provisions of Section 7.3 hereof, the Company's net profits shall be distributed to the Member at such times and in such amounts as the Member shall determine in his absolute discretion. Such distributions may take the form of cash or Property as the Member shall determine in his absolute discretion.

## ARTICLE IV. ACCOUNTING

4.1. **Accounting Methods.** The Company books and records shall be prepared in accordance with generally accepted accounting principles, consistently applied. The Company shall be on a cash basis for both tax and accounting purposes, or as otherwise determined by the Member. The Member is hereby designated as the "tax matters member" of the Company under the Code.

4.2. **Fiscal Year.** The fiscal year of the Company shall be the twelve calendar month period ending December 31.

#### ARTICLE V. MANAGEMENT

5.1. **Member's Powers.** The business, affairs and property of the Company shall be managed by the Member, who will serve as the Manager, pursuant to the rules contained in the Act for limited liability companies in which management is vested in managers.

#### ARTICLE VI. TRANSFER OF MEMBER'S INTEREST

6.1. **Transfer Permitted.** All or a portion of the Member's membership interest in the Company may be disposed of in any manner provided by law and, upon such disposition, the transferee shall become a Member without further action on the part of the transferee, the Company or the Member.

#### ARTICLE VII. DISSOLUTION OF THE COMPANY; DISSOCIATION OF A MEMBER

##### 7.1. **Dissolution of the Company.**

(a) The Company shall dissolve upon the happening of the first to occur of the events listed in Section 7-80-801 of the Act, as amended.

(b) Notwithstanding the foregoing, if an event of dissociation (as such term is defined in Section 7-80-801 of the Act, as amended), occurs at any time there is only one Member of the Company, the legal representative of such dissociating Member or the Person succeeding to the Member's membership interest in the Company as a result of such event of dissociation may, at the election of such legal representative or other Person, become a Member without further action on the part of the transferee, the Company or the Member; provided that if such legal representative or other Person fails to become a Member within ninety (90) days after the event of dissociation, then the Company shall be deemed dissolved for purposes of the Act and such legal representative or other Person shall take all action required by the Act to wind up the business and affairs of the Company.

7.2. **Effect of Dissolution.** Upon dissolution, the Company shall cease carrying on the Company business except as necessary for the winding up of the Company business, and the Company is not terminated, but rather shall continue until the winding up of the affairs of the Company is completed and a Certificate of Dissolution has been issued by the Secretary of State of the State of Colorado.

7.3. **Distribution of Assets on Dissolution.** Upon the winding up of the Company, the Company's Property shall be distributed: first, to creditors, including the Member if then a creditor, to the extent permitted by law, in satisfaction of the Company's indebtedness and other liabilities; and second, to the Member, or if the Member is not then living, as otherwise directed by the Member in writing, or if the Member is not then living and no such writing exists, by the laws of intestacy of the State of Colorado. Liquidation proceeds shall be paid within thirty (30) days of the end of the Company's taxable year or, if later, within thirty (30) days after the date of liquidation.

7.4. **Winding Up and Certificate of Dissolution.** The winding up of the Company shall be completed when all debts, liabilities and obligations of the Company have been paid and discharged or reasonable adequate provision therefore has been made, and all of the remaining Property and assets of the Company have been distributed as provided in Section 8.3 hereof. Upon the completion of winding up of the Company, an Article of Dissolution shall be delivered to the Office of the Secretary of State of the State of Colorado for filing. The Articles of Dissolution shall set forth the information required by the Act.

ARTICLE VIII. GENERAL

8.1. **General.** This Agreement supersedes any prior agreement or understandings between the parties with respect to the Company. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Colorado. This Agreement may not be amended or modified verbally, nor may any provision hereof be waived by any party, but only by a written instrument duly executed by the Company and the Member. Except as herein otherwise specifically provided, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder provision or any other persons of circumstances, shall not be affected thereby. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

8.2. **Entire Agreement.** This Agreement represents the entire agreement between the parties relating to the subject matter hereof.

8.3. **Rights of Creditors and Third Parties Under Agreement.** This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, the Member and their successors and assigns. This Agreement is expressly not intended for the benefit of any creditors of the Company or any other Person. Except and only to the extent provided by applicable law, no such creditor or third party shall have any rights under this Agreement or any other agreement between the Company and the Member.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

**MEMBER:**

[Redacted Signature]

David Salturelli

**COMPANY:** IgadI, Ltd.,  
a Colorado limited liability company

By: [Redacted Signature]

David Salturelli, Manager

SCHEDULE A  
CAPITAL CONTRIBUTION

*Capital Contribution*

David Salturelli

[REDACTED]