**[Company Name]**

**OPERATING AGREEMENT**

**AMENDMENT [#]**

THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT AMENDMENT [#] (the Agreement) amends the original Operating Agreement dated [month, date, year], [add sequential amendments, dated month, day, year if any], by **[list owner and name of shareholders]**. These individuals shall be known as and referred to as "Members" and individually as a "Member."

As of the above date the Members, have formed [company name], a Limited Liability Company named above under the [laws](http://www.ehow.com/legal/) of the Commonwealth of Virginia. Accordingly, in consideration of the conditions contained herein, they agree as follows for the Company Formation and Registered Agent:

* 1. **FORMATION**. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. A Certificate of Formation is filed with the Commonwealth of Virginia Corporation Commission as a/an [IRS tax category].
  2. **NAME**. The name of the Company shall be: [name of company].
  3. **REGISTERED OFFICE AND AGENT**. The location of the registered office of the Company shall be:

[Company address]

* 1. **OWNERSHIP**
     1. [Company name] members are as follow:

**[Owner name]**, and **[Member 2]**

* + 1. The ownership percentage of each member is as follows:

**[Owner name]** – [XX] % and **[Member 2]** – [XX] %

* + 1. [Company name] is managed by the majority share member.
  1. **AMENDMENT CLAUSE**
     1. This operating agreement can be amended at any time by the majority shareholder without consenting other shareholders.
  2. **MEMBERS’ ROLE**
     1. [Owner name] is the [position] of the company. His/her roles and responsibilities include:
* Manage and make decisions related to the company’s day-to-day operations;
* Identify and establish the company’s strategic goals and objectives;
* Prepare and manage proposals to secure future business opportunities;
* Prepare quotations and invoices for clients;
* Identify purchasing requirements, prepare and maintain financial documentation for accounting and auditing;
* Manage awarded contracts and negotiate change requests;
* Has full control of company budget allocation and spending approval.
  + 1. [Member 2] holds a non-decision making partnership position of Consultant. His/her roles include:
* Identify business role/responsibility 1;
* Identify business role/responsibility 2;
  + 1. [continue for each additional member, if required]
  1. **TERM**. The Company shall continue for an unlimited length of time unless dissolved by **[owner]**.
  2. **BUSINESS PURPOSE**. The purpose of the Company is to provide management consulting services and is to engage in any lawful act or activity for which a Limited Liability Company may be formed under the Limited Liability statutes of the Commonwealth of Virginia.
  3. **PRINCIPAL PLACE OF BUSINESS**. The location of the principal place of business of the Company shall be:

[Company operating address]

* 1. **ADMISSION OF ADDITIONAL MEMBERS**. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company.
  2. **RECORDS**. The Members should keep at its principal place of business the following:

1. A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
2. Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years; and
3. Copies of any financial statements of the limited liability company for the three most recent years.

Signed and agreed on [month, day, year].

Member: [Owner name (F, MI, L)] Member: [Member 2 name (F, MI, L)]

Title: (reference 1.6.1 above) Title: (reference 1.6.2 above)

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_