Sterling Company, LLC

**AMENDMENT TO LLC OPERATING AGREEMENT**

Prepared for

Mr. Elijah Williams

Prepared by

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August 20, 2060

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##  **PARTIES**

* 1. This AMENDMENT TO LLC OPERATING AGREEMENT (“Agreement”), dated as of August 20, 2060 (“Effective Date”), is entered into by and between Noah Harper (“First Partner”) and Elijah Williams (“Second Partner”) of Sterling Company (“Company”), LLC, located at 1587 Forest Avenue, New York, 1004.
	2. The First Partner and the Second Partner may each be referred to individually as a “Party” and collectively as “Parties.”

##  **NATURE OF AGREEMENT**

* 1. The Parties entered into an Operating Agreement last September 10, 2059, and wished to make amendments to its provisions.
	2. This Agreement will finalize and make effective the amendments they have mutually agreed upon.
	3. The amendments will take effect from the Effective Date, and will continue to be effective until expressly terminated by either Party.

## **CONSIDERATION & PAYMENT**

* 1. The Company shall distribute profits and losses between the Parties in June and December for the calendar year.
	2. All payments are to be made on the last day of the indicated months for distribution and payments are to be credited to the Parties’ indicated bank accounts.
	3. Expenses incurred by the Company with respect to its operation shall be paid for by the Company account and expenses incurred for miscellaneous accounts must first be approved by the Parties and then paid for through the petty cash fund.

## **AMENDMENTS**

* 1. The Company will no longer be operating as a member-managed LLC, but will now be operated as a manager-managed LLC.
	2. The Parties are no longer required to make any further capital contributions to the Company.
	3. Upon the death, retirement, or inability of a Party, his interests and rights shall immediately be transferred to his relatives only up to the first degree of consanguinity.

## **GENERAL PROVISIONS**

* 1. This Agreement may only be amended after one (1) year and only upon the mutual agreement of the Parties.
	2. All forms of communication related to this Agreement shall be in writing and must be personally delivered to the other Party.
	3. This Agreement and the Operating Agreement shall constitute the entire agreement between the Parties and shall supersede all previous Agreements in any manner whatsoever.

## **APPLICABLE LAW**

* 1. This agreement, as well as any problem or dispute arising out of or pertaining to the subject matter of the agreement, shall be governed by, construed, and enforced in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

##  **SIGNATURES**

**IN WITNESS WHEREOF,** each of the Parties has signed this Agreement on the above-mentioned day and year.

[COMPANY SIGNATURE] [CLIENT SIGNATURE]

**Mr. Noah Harper Mr. Elijah Williams**

Member-Manager Member-Manager

Sterling Company, LLC Sterling Company, LLC