**AMENDMENT TO AN LLC OPERATING AGREEMENT**

**Background:**

This is an agreement to amend (the “Amendment”) the LLC Operating agreement (the “Agreement”) pursuant to [INSERT CLAUSE NUMBER PERMITTING AMENDMENTS] of the Agreement.

The Members and the limited liability company are as set out in Schedule 1 of this Amended Agreement.

The members (the “Members”) formed a limited liability company [INSERT COMPANY NAME] (the “Company”) pursuant to the Agreement.

The Amendments made are effective as of the [INSERT DATE] (the “Amendment Date”).

**NOW, THEREFORE** in consideration of the property and covenants contained within the Agreement, and for good and valuable consideration stated herein, the sufficiency of which is hereby acknowledged, the Members agree to Amend the Agreement as follows:

**Additional Provisions:**

1. The following shall be added to the Agreement at [INSERT CLAUSE/SECTION NUMBER]: [INSERT CLAUSE AMENDMENT 1].
2. The following shall be added to the Agreement at [INSERT CLAUSE/SECTION NUMBER]: [INSERT CLAUSE AMENDMENT 2].
3. The following shall be added to the Agreement at [INSERT CLAUSE/SECTION NUMBER]: [INSERT CLAUSE AMENDMENT 3].

**Sentence Alterations:**

1. [INSERT CLAUSE/SECTION NUMBER] “[INSERT SENTENCE TO BE AMENDED]”as written within the Agreement shall be replaced to read as follows: [INSERT CLAUSE AMENDMENT 1].
2. [INSERT CLAUSE/SECTION NUMBER] “[INSERT SENTENCE TO BE AMENDED]” as written within the Agreement shall be replaced to read as follows: [INSERT CLAUSE AMENDMENT 2].
3. [INSERT CLAUSE/SECTION NUMBER] “[INSERT SENTENCE TO BE AMENDED]” as written within the Agreement shall be replaced to read as follows: [INSERT CLAUSE AMENDMENT 3].

**Section Alterations:**

1. [INSERT SECTION NUMBER] of the Agreement shall be wholly amended to read as follows: [INSERT RESTATED SECTION].
2. [INSERT SECTION NUMBER] of the Agreement shall be wholly amended to read as follows: [INSERT RESTATED SECTION].
3. [INSERT SECTION NUMBER] of the Agreement shall be wholly amended to read as follows: [INSERT RESTATED SECTION].

**Clause Deletion:**

1. [INSERT CLAUSE/SECTION NUMBER] “[INSERT SENTENCE TO BE DELETED]” of the Agreement shall be removed from the Agreement.
2. [INSERT CLAUSE/SECTION NUMBER] “[INSERT SENTENCE TO BE DELETED]” of the Agreement shall be removed from the Agreement.
3. [INSERT CLAUSE/SECTION NUMBER] “[INSERT SENTENCE TO BE DELETED]” of the Agreement shall be removed from the Agreement.

**Section Deletion:**

1. [INSERT SECTION NUMBER] shall be wholly removed from the Agreement.
2. [INSERT SECTION NUMBER] shall be wholly removed from the Agreement.
3. [INSERT SECTION NUMBER] shall be wholly removed from the Agreement.

**Additional Provisions:**

1. The following [clause] OR [section] shall be included within the Agreement at [INSERT CLAUSE/SECTION NUMBER].
2. The following [clause] OR [section] shall be included within the Agreement at [INSERT CLAUSE/SECTION NUMBER].
3. The following [clause] OR [section] shall be included within the Agreement at [INSERT CLAUSE/SECTION NUMBER].

**General:**

1. **Entire agreement**. This Amendment may be executed in one or more counterparts, each counterpart will be deemed as an original copy, and they will collectively constitute as one and the same.
2. **Severance**. If any Amendment to the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
3. **Governing law**. This Amendment shall be governed by and construed in accordance with the law of [INSERT STATE].
4. **Jurisdiction**. Each party irrevocably agrees that the courts of [INSERT STATE] shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Amendment.

**Schedule 1**

**The Limited Liability Company:**

1. [INSERT COMPANY DETAILS]

**The Members:**

1. [INSERT MEMBER DETAILS]

**IN WITNESS WHEREOF**, the Parties have duly affixed their signatures under hand and seal on the Amendment Date to execute and deliver the Amendments to the Agreement.

 **SIGNATURES**

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| **Member Signature** |  | **Member Full Name** |

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| **Representative Signature** |  | **Representative Name and Title** |

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| **Member Signature** |  | **Member Full Name** |

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| **Representative Signature** |  | **Representative Name and Title** |

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| **Member Signature** |  | **Member Full Name** |

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| **Representative Signature** |  | **Representative Name and Title** |

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| **Member Signature** |  | **Member Full Name** |

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| **Representative Signature** |  | **Representative Name and Title** |