

LLC OPERATING AGREEMENT AMENDMENT

This Amendment to the Operating Agreement (the "Amendment") is entered into on the _____ day of _____ , 20 _____ , by and among the members of _____ , a Limited Liability Company (the "Company"), organized and existing under the laws of the State of _____ .

WHEREAS, the members of the Company entered into an Operating Agreement dated _____ day of _____ , 20 _____ (the "Operating Agreement");

WHEREAS, the members desire to amend certain provisions of the Operating Agreement as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. AMENDMENTS

a. The Operating Agreement is hereby amended as follows:

_____ .

b. Any other amendments: _____ .

2. EFFECT OF AMENDMENT

Except as expressly amended by this Amendment, all terms and conditions of the Operating Agreement shall remain in full force and effect. In the event of any conflict between the terms of this Amendment and the Operating Agreement, the terms of this Amendment shall govern.

3. GOVERNING LAW

This Amendment shall be governed by and construed in accordance with the laws of the State of _____ .

4. SEVERABILITY

If any provision of this Amendment is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

5. ENTIRE AGREEMENT

This Amendment, together with the Operating Agreement, constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

6. NOTICE

Any notice required or permitted under this Amendment shall be in writing and shall be deemed to have been duly given if delivered personally or sent by certified mail, return receipt requested, to the addresses set forth in the Operating Agreement or to such other address as a party may designate by notice in accordance with this provision.

7. AMENDMENT PROCEDURES

This Amendment may only be further amended by a written agreement signed by all members of the Company.

8. TERMINATION

This Amendment shall remain in effect until terminated by a written agreement signed by all members of the Company.

9. DEFAULT AND REMEDIES

In the event of a default under this Amendment, the non-defaulting party shall have all rights and remedies available at law or in equity, including specific performance and injunctive relief.

10. SIGNATURES

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

Signature: _____

Date: _____

Print Name: _____

Signature: _____

Date: _____

Print Name: _____

[Add additional signature lines as necessary for all members]

11. NOTARY ACKNOWLEDGMENT

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, the undersigned Notary Public, personally appeared

_____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: _____

Date: _____

Print Name: _____

Notary Public, State of _____

My Commission Expires: _____

[Seal]