

AMENDMENT TO THE LIMITED LIABILITY COMPANY AGREEMENT
OF

_____, LLC

This Amendment to the Limited Liability Company Agreement (this "Amendment") of _____, LLC (the "Company") is entered into and made effective as of _____, 20____, by and among the Company and its undersigned Members.

Recitals

WHEREAS, the Members entered into that certain Limited Liability Company Operating Agreement of the Company dated as of _____, 20____ (the "Agreement"); and

WHEREAS, the Members desire to amend the Agreement to formally designate a Tax Matters Partner (and/or Partnership Representative, as applicable) to represent the Company in connection with administrative and judicial proceedings relating to the determination of Company items of income, gain, loss, deduction, or credit for federal, state, and local tax purposes; and

WHEREAS, pursuant to the amendment provisions of the Agreement, the consent of the undersigned Members is sufficient to adopt this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Agreement

1. **Designation.** _____ is hereby designated as the "Tax Matters Partner" (and, to the extent applicable for tax years subject to the Bipartisan Budget Act of 2015, the "Partnership Representative") of the Company. The Tax Matters Partner is authorized and required to represent the Company (at the Company's expense) in connection with all examinations of the Company's affairs by tax authorities, including administrative and judicial proceedings, and to expend Company funds for professional services and costs associated therewith.
2. **Authority and Obligations.** The Tax Matters Partner shall have all of the rights, authority, and obligations conferred by the Internal Revenue Code and applicable treasury regulations. The Tax Matters Partner shall keep all Members fully informed of any administrative or judicial proceedings and shall not bind the Company to any settlement agreement without the prior written consent of a majority in interest of the Members.
3. **Indemnification.** The Company shall indemnify, defend, and hold harmless the Tax Matters Partner from and against any loss, damage, liability, or expense (including reasonable attorneys' fees) incurred by reason of any act or omission performed or omitted by the Tax Matters Partner in good faith in connection with its duties as such, except for acts resulting from willful misconduct, gross negligence, or bad faith.
4. **Ratification.** Except as expressly amended hereby, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect and are hereby ratified and confirmed by the parties.
5. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to conflict of laws principles.
6. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned, being the Members of the Company, have executed this Amendment as of the date first written above.

MEMBERS:

Signature

Print Name

Signature

Print Name

TAX MATTERS PARTNER:

Signature

Print Name