

Notice of Meeting of Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting  
of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is to:

\_\_\_\_\_  
\_\_\_\_\_  
.

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a Member  
of the Company, by mailing a true and correct copy of this Notice to the address of each Member  
of the Company at least 10 days prior to such meeting.

\_\_\_\_\_, Member

Resolution of Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter “Company”, and applicable laws, a meeting  
of the Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m.

The Members adopted the following resolution:

RESOLVED,

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SO RESOLVED.

There being no further business, the meeting was adjourned.

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, Member

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, Member

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, Member

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter “Company”, and applicable laws, a meeting  
of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is to amend the Articles of Organization in the following  
respect:

\_\_\_\_\_  
\_\_\_\_\_

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a  
Member/Manager of the Company, by mailing a true and correct copy of this Notice to the  
address of each Member of the Company at least 10 days prior to such meeting.

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, Member/Manager

Resolution of the Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter “Company”, and applicable laws, a meeting  
of the Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m.

On motion duly made, seconded and approved by the members, the amendment of the  
Articles of Organization was approved as follows:

\_\_\_\_\_  
\_\_\_\_\_

The following Members are authorized to file the amendment:

\_\_\_\_\_

SO RESOLVED.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ \_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is consider dissolution of the Company. The proposed action will be to authorize the Members or Manager of the Company to file with the Secretary of State the appropriate forms to dissolve the Company and to take all actions relating thereto to wind up the business of the Company. Further to: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a Member/Manager of the Company, by mailing a true and correct copy of this Notice to the address of each Member of the Company at least 10 days prior to such meeting.

\_\_\_\_\_  
, Member/Manager

Resolution of the Members  
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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting  
of the Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m.

The Purpose of the meeting was to consider dissolution of the Company.

Upon motion duly made and seconded, the following resolution was approved by the  
members:

RESOLVED, The proposed that the Members or Manager of the Company or authorized  
to file with the Secretary of State the appropriate forms to dissolve the Company and to take all  
actions relating thereto to wind up the business of the Company.

RESOLVED, Further to: \_\_\_\_\_

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SO RESOLVED.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

Notice of Meeting of Members  
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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ \_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is consider increasing the number of members of the Company and amending the operating agreement in connection therewith. Further to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a Member/Manager of the Company, by mailing a true and correct copy of this Notice to the address of each Member of the Company at least 10 days prior to such meeting.

\_\_\_\_\_  
, Member/Manager

Resolution of the Members  
of

\_\_\_\_\_  
A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter “Company”, and applicable laws, a meeting  
of the Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m.

The Purpose of the meeting was to consider increasing the number of members of the  
Company and amending the operating agreement in connection therewith.

Upon motion duly made and seconded, the following resolution was approved by the  
members:

RESOLVED, that the number of Members of the Company is increased from \_\_\_\_\_ to  
\_\_\_\_\_ and the following persons are admitted as Members subject to the condition below:

\_\_\_\_\_  
\_\_\_\_\_

The Condition of their being admitted as Members is:

\_\_\_\_\_  
\_\_\_\_\_

SO RESOLVED.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member



Notice of Meeting of Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is to consider acceptance of the resignation of the Manager of the Company and to appoint a new Manager. Further to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a Member/Manager of the Company, by mailing a true and correct copy of this Notice to the address of each Member of the Company at least 10 days prior to such meeting.

\_\_\_\_\_  
, Member/Manager

Resolution of the Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter “Company”, and applicable laws, a meeting  
of the Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m.

The Purpose of the meeting was to consider acceptance of the resignation of the Manager  
of the Company and to appoint a new Manager.

Upon motion duly made and seconded, the following resolution was approved by the  
Members:

RESOLVED, that the resignation of \_\_\_\_\_, Manager of the  
Company is hereby accepted and \_\_\_\_\_ is hereby appointed as the new  
manager of the Company to server at the pleasure of the Members.

SO RESOLVED.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

Notice of Meeting of Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_ \_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is to consider removal of the Manager of the Company and to appoint a new Manager. Further to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a Member/Manager of the Company, by mailing a true and correct copy of this Notice to the address of each Member of the Company at least 10 days prior to such meeting.

\_\_\_\_\_  
, Member/Manager

Resolution of the Members  
of

---

A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a  
Tennessee Limited Liability Company, hereinafter “Company”, and applicable laws, a meeting  
of the Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at  
\_\_\_\_\_.m.

The Purpose of the meeting was to consider removal of the Manager of the Company and  
to appoint a new Manager.

Upon motion duly made and seconded, the following resolution was approved by the  
Members:

RESOLVED, that \_\_\_\_\_ is hereby removed as the manager of the  
company and \_\_\_\_\_ is hereby appointed as the new manager to server at  
the pleasure of the members.

SO RESOLVED.

There being no further business, the meeting was adjourned.

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

Notice of Meeting of Members  
of

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A Limited Liability Company

Pursuant to the Operating Agreement of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", and applicable laws, a meeting of the Members of the Company is called for the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_.m., to be held at the following address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Purpose of the meeting is to consider annual disbursements to the Members of the Company. At the meeting the company proposes to seek disbursement to the Members of the Company of \_\_\_\_\_ dollars in accordance with the Operating Agreement of the Company. Further to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This Notice given on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by a Member/Manager of the Company, by mailing a true and correct copy of this Notice to the address of each Member of the Company at least 10 days prior to such meeting.

\_\_\_\_\_  
, Member/Manager

Resolution of the Members  
of

\_\_\_\_\_  
A Limited Liability Company

After Notice of Meeting made in accordance with the Operating Agreement of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", a meeting of all Members of the Company was held on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ .m., at which time the Members of the Company unanimously adopted the following resolution:

RESOLVED, annual disbursements to the Members of the Company shall be made as follows:

_____ , Member	_____ Amount
_____ , Member	_____ Amount
_____ , Member	_____ Amount
_____ , Member	_____ Amount

SO RESOLVED, on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

\_\_\_\_\_  
, Member

Assignment of Member Interest  
in

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A Limited Liability Company

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, the undersigned, \_\_\_\_\_, "Assignor", Member of \_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter "Company", does hereby assign, transfer and warrant to \_\_\_\_\_, "Assignee", all of Members ownership interest in the Company.

Except as otherwise provided in the operating agreement, a membership interest in a limited liability company is assignable in whole or in part. The operating agreement of the Company does not prohibit assignment of a Members interest. An assignment of this interest does not dissolve the company or entitle the assignee to become or to exercise any rights of a member. An assignment entitles the assignee to receive, to the extent assigned, the distributions of cash and other property and the allocations of profits, losses, income, gains, deductions, credits, or similar items to which the assignee's assignor would have been entitled. The Assignor ceases to be a member upon assignment of all the assignor's membership interest. Except as provided herein, until Assignee becomes a member, the assignee does not have liability as a member solely because of the assignment.

Assignee may become a member if and to the extent that the assignor gives the assignee that right and either of the following occurs:

(1) The assignor has been given the authority in writing in the operating agreement to give an assignee the right to become a member.

(2) All other members consent.

By execution hereof, Assignor, gives to Assignee the right to become a Member of the Company.

Once Assignee becomes a member, he has to the extent assigned the rights and powers of a member under the operating agreement is subject to the restrictions and liabilities of a member under the operating agreement. Assignee is liable for the obligations of Assignor to make contributions as provided by law. Assignee is not obligated for liabilities that could not be

ascertained from a written operating agreement and that were unknown to Assignee at the time he becomes a member.

Assignor is not released from his liability to a limited liability company for past capital contributions required by law whether or not the assignee becomes a member.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

\_\_\_\_\_  
, Member



## Demand for Indemnity from

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### A Limited Liability Company by Member

The undersigned, \_\_\_\_\_, Member/Manager of  
\_\_\_\_\_, a Tennessee Limited Liability Company, hereinafter  
“Company”, does hereby demand from the Company the following:

Indemnity for the following in connection with claim against Member/Manager as  
follows:

Nature of Claim: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Resolution of Claim: \_\_\_\_\_

\_\_\_\_\_

Expenses, Fees and costs for which reimbursement is sought:

Attorney Fees \_\_\_\_\_

Filing Fees \_\_\_\_\_

Other:

\_\_\_\_\_  
\_\_\_\_\_

This demand is made in accordance with the provision of the operating agreement which  
provides in substance that:

The Company may indemnify or agree to indemnify any person who was or is a party, or who is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding, other than an action by or in the right of the company, because he is or was a manager, member, partner, officer, employee, or agent of the company or is or was serving at the request of the company as a manager, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The company may indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, judgments, fines, and amounts paid in settlement that actually and reasonably were incurred by him in connection with the action, suit, or proceeding

if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company and, in connection with any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, or conviction or upon a plea of nolo contendere or its equivalent does not create of itself a presumption that the person did not act in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company and, in connection with any criminal action or proceeding, a presumption that he had reasonable cause to believe that his conduct was unlawful.

The Company may indemnify or agree to indemnify any person who was or is a party or who is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the company to procure a judgment in its favor, because he is or was a manager, officer, employee, or agent of the company or is or was serving at the request of the company as a manager, member, partner, director, trustee, officer, employee, or agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise. The company may indemnify or agree to indemnify a person in that position against expenses, including attorney's fees, that were actually and reasonably incurred by him in connection with the defense or settlement of the action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the company, except that an indemnification shall not be made in respect of any claim, issue, or matter as to which the person is adjudged to be liable for negligence or misconduct in the performance of his duty to the company unless and only to the extent that the court of common pleas or the court in which the action or suit was brought determines, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses that the court considers proper.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

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, Member