



MEMBERSHIP INTEREST TRANSFER AGREEMENT

FOR VALUE RECEIVED, _____ (“Assignor”), hereby sells, assigns and transfers unto _____ (“Assignee”), _____ Membership Units or Interests (the “Units”/“Interests”) of _____, a _____ Limited Liability Company (the “Company”), held by Assignor in Assignor’s name on the books and records of the Company. Assignor appoints each officer of the Company as Assignor’s attorney in fact to register the Units/Interests in the name of the Assignee on the books and records of the Company. All capitalized terms not defined in this Agreement have the meanings assigned to them in the Company’s Operating Agreement dated as of _____ (the “Operating Agreement”).

REPRESENTATIONS of ASSIGNOR

Assignor hereby represents and warrants to Assignee and the Company:

(a) Assignor owns the Units/Interests and has good and marketable title to the Units/Interests, free and clear of all purchase rights, options, mortgages, liens, security interests, pledges, charges, encumbrances or claims of any kind.

(b) Assignor fully paid for the Units/Interests when the Units/Interests were acquired (and not by a promise to pay the Company, by note, installment or otherwise).

(c) The assignment and transfer reflected in this Agreement was made in accordance with all applicable laws, rules, and regulations.

REPRESENTATIONS of ASSIGNEE

Assignee hereby represents and warrants to Assignor and the Company:

(a) Assignee is an “accredited investor” as that term is defined in applicable securities laws, and Assignee is acquiring the Units/Interests for Assignee’s own account and not with a view toward distribution or resale.

(b) Assignee has such knowledge and experience in acquiring equity interests in privately held businesses that Assignee is capable, alone or with professional advisors, of evaluating the merits of acquiring the Units/Interests, and Assignee has obtained whatever information Assignee deems necessary to make an informed decision.

(c) Assignee understands that there are strict transfer restrictions on the Units/Interests, including in the Operating Agreement and in applicable securities laws, Assignee will hold the Units/Interests subject to the same restrictions applicable to Assignor, and because the Units/Interests are not registered with the Securities and Exchange Commission or any other regulatory organization, the Units/Interests must be held for an indefinite period of time.

(d) Assignee has received, reviewed, and accepts and agrees to be bound in all respects by all terms and conditions contained in the Company’s Operating Agreement.

(e) The assignment and transfer reflected in this Agreement was made in accordance with all applicable laws, rules, and regulations.

In consideration of recognizing the transfer of the Units/Interests on the Company's books and records, all representations and warranties made herein shall survive the assignment, and each of the Assignee and Assignor agrees to indemnify and hold the Company harmless from any and all losses, damages, claims, actions and proceedings, including any legal or other expenses, arising out of any breach of any representation or warranty made in this Assignment Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment Agreement as of the date indicated below.

DATED: _____

ASSIGNOR

(signature)
Print Name: _____
Name and Title, if not an individual:

ASSIGNEE(s)

(signature)
Print Name: _____
Name and Title, if not an individual:

(signature)
Print Name: _____
Name and Title, if not an individual:

Pursuant to Section ____ of the Operating Agreement, the undersigned, as Manager of _____, hereby consents to and accepts the transfer reflected in this Agreement:

By _____

NEW ACCOUNT DETAILS

Account Legal Name: _____

Investor Name / Authorized Signer(s): _____

Address: _____

Phone: _____

Tax ID: _____

Distribution Preference: _____

Bank Transfer details (if applicable):

Bank Name: _____

Bank Address: _____

Routing Number: _____

Account Number: _____

Account Type: Savings Checking

Additional Memo: _____