



Transfer of Membership Interest

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ASSIGNMENT OF MEMBERSHIP INTERESTS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, [NAME OF ASSIGNOR], a _____ [limited liability company] (hereinafter referred to as “**Assignor**”), hereby assigns, sets over and transfers to [NAME OF ASSIGNEE], a _____ [corporation] (hereinafter referred to as “**Assignee**”), effective as of the date hereof, all of Assignor’s membership interests in [NAME OF LLC], a _____ limited liability company (the “**LLC**”), being a [_____] percent (___%) membership interest, leaving Assignor without an interest in said LLC, and Assignee hereby accepts such assignment, as provided under the [NAME OF AGREEMENT] dated [DATE] between Assignor and Assignee (the “**Agreement**”).

TO HAVE AND TO HOLD the same unto the Assignee, its respective successors and assigns forever; and

Assignor does for itself, and its successors and assigns, covenant and agree with Assignee to specifically warrant and defend title to the said membership interests assigned hereby unto the Assignee, its successors and assigns, against any and all claims thereto by whomsoever made by or through the Assignor; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that the title conveyed is good, its transfer is rightful; that no consent or approval by any other person or entity is required for the valid assignment by the Assignor to the Assignee of the membership interests referenced herein; and that the membership interests are, have been, and shall be delivered free and clear from any security interest or other lien or encumbrance; and

Assignor does, for itself, and its successors and assigns, warrant and represent to the Assignee that there are no attachments, executions or other writs of process issued against the membership interests conveyed hereunder; that it has not filed any petition in bankruptcy nor has any petition in bankruptcy been filed against it; and that it has not been adjudicated a bankrupt; and

Assignor does, for itself, and its successors, and assigns, warrant that it will execute any such further assurances of the foregoing warranties and representations as may be requisite.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed under seal this _____ day of _____, 20__.

ASSIGNOR:

[NAME OF ASSIGNOR]

By:_____

Name:

Title:

ASSIGNOR:

[NAME OF ASSIGNOR]

By:_____

Name:

Title: