

LLC MEMBERSHIP INTEREST BILL OF SALE

_____ (“Assignor”) currently holds a _____ percent (___%) membership interest in _____, LLC, an Arizona Limited Liability Company. Assignor’s interest is currently valued at \$_____. Assignor has the right to transfer his/her interest and desires to transfer his/her whole interest.

_____, LLC (“The LLC”) is unable or unwilling to purchase Assignor’s interest.

Assignor desires to sell and assign his/her whole interest to _____ (“Assignee”), who desires to purchase and receive the whole interest. Assignee is an existing Member of the LLC, which allows him/her to receive the share of distributions, and the allocation of profits and losses, to which Assignor would otherwise be entitled with respect to the assigned interest.

Assignee shall make one payment to the Assignor for the total amount of \$_____, within five (5) business days of both parties signing this document.

After this sale and transfer, Assignor’s membership in the LLC is withdrawn. Assignor should mail written notice of his/her withdrawal to the other members of the LLC at their last known addresses, within three (3) business days of receiving payment under this agreement; or Assignee will do so. Assignor and his/her personal representatives, successors and assigns do not have the right to receive any distribution by reason of the withdrawal.

The parties are separately responsible for any and all tax consequences and tax filings resulting from this transaction.

In due course, the LLC may memorialize in meeting minutes or a resolution that Assignor’s membership interest and corresponding membership certificates (if any) have been transferred to Assignee, and a new membership certificate reflecting Member Assignee’s new membership interest will be issued.

AGREED AND ACCEPTED:

Assignee

Assignor

Date

Date