

**ASSIGNMENT AND ADMISSION OF MEMBERSHIP INTEREST
FOR [LLC NAME]**

This Assignment and Admission of Membership Interest is effective as of [EFFECTIVE DATE], between [ASSIGNOR NAME] ("Assignor") and [ASSIGNEE NAME] ("Assignee").

Background

[LLC NAME] (the "LLC") is a limited liability company organized under the laws of the State of Florida.

Assignor holds and owns [PERCENT HELD] percent of the membership interests in the LLC.

[MANAGER NAME] is the Manager of the LLC.

[If no operating agreement is in effect: Assignor and Assignee intend to execute an operating agreement stating their rights and responsibilities for the LLC.]

[If an operating agreement is in effect: The LLC's operating agreement dated [OPERATING AGREEMENT DATE], as amended (the "Operating Agreement"), governs the LLC, and Assignee accepts the assigned membership interests subject to the Operating Agreement and agrees to be bound by its terms.]

Assignor intends to transfer to Assignee [PERCENT TRANSFERRED] percent of the membership interests in the LLC, including Assignor's transferable interest in the LLC, and the parties intend for Assignee to be admitted as a member of the LLC with respect to the assigned membership interests.

The parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title, and interest in and to [PERCENT TRANSFERRED] percent of the membership interests in the LLC, including Assignor's transferable interest within the meaning of Section 605.0102, Florida Statutes (all rights to distributions), together with, upon Assignee's admission as a member under this Assignment, all voting rights, management rights, information rights, and all other rights associated with the assigned membership interests, subject to applicable law.

2. Assignor represents that Assignor owns good and valid title to the assigned membership interests, free and clear of any liens, pledges, security interests, charging orders, options, transfer restrictions, adverse claims, or other encumbrances, and no third

party has any right, title, or interest in the assigned membership interests except as disclosed in writing.

3. By signing below, the Manager and all Members whose consent is required consent to the assignment and admit Assignee as a member of the LLC with respect to the assigned membership interests.

4. By signing below, Assignee accepts the assignment and admission as a member.

5. By signing below, the Manager consents to the assignment and admission of Assignee as a member of the LLC and acknowledges notice of the assignment on behalf of the LLC.

6. By signing below, each Member of the LLC other than Assignor consents to the assignment and to Assignee's admission as a member of the LLC with respect to the assigned membership interests.

7. Assignor shall execute any additional documents and take any further actions reasonably necessary to complete the assignment and to reflect Assignee's admission as a member in the records of the LLC.

SIGNATURE PAGE FOLLOWS

ASSIGNOR

_____ Date: _____

[ASSIGNOR NAME]

MANAGER

_____ Date: _____

[MANAGER NAME]

ASSIGNEE

_____ Date: _____

[ASSIGNEE NAME]

MEMBERS

_____ Date: _____

[MEMBER NAME], Member

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