

**Amendment to the
Limited Liability Company Agreement of
to Effect Transfer of Membership Interest**

Amendment (the “Amendment”) dated _____, 20___, to the Limited Liability Company Agreement of _____, a Delaware limited liability company (the “Company”).

WHEREAS, the existing members of the Company are party to a Limited Liability Company Agreement originally dated _____ (the “Agreement”); and

WHEREAS, _____ (the “Transferring Member”) desires to transfer ____ percent (the “Transferred Percentage”) of its membership interest in the Company to _____ (the “Transferee”); and

WHEREAS, the Transferee desires to be admitted as a member of the Company owning the Transferred Percentage; and

WHEREAS, the existing members desire to amend the Agreement for the purpose of effecting the transfer of the Transferred Percentage from the Transferring Member to the Transferee in accordance with the Agreement;

NOW, THEREFORE, the undersigned agree as follows:

1. The existing members (other than the Transferring Member) hereby expressly consent to the transfer of the Transferred Percentage from the Transferring Member to the Transferee and to the admission of the Transferee as a member of the Company.

2. The Transferee hereby acknowledges that the Transferee has read the Agreement and by the execution of this Amendment agrees to be admitted as a member of the Company in respect of the Transferred Percentage and to be bound by the Agreement, as amended by this Amendment, as if the Transferee were an original signatory to the Agreement.

3. On the effective date of this Amendment, Schedule A to the Agreement shall be amended to read as set forth in Schedule A to this Amendment, and as so amended, shall constitute Schedule A to the Agreement.

4. This Amendment shall constitute the reflection of the admission of the Transferee as a member on the books of the Company as of the effective date of this Amendment.

5. If the Transferred Percentage constitutes the entire membership interest of the Transferring Member, then at the effective date of this Amendment the Transferring Member

shall cease to be a member of the Company, shall not have any rights or powers of a member of the Company and shall not be reflected as a member on Schedule A to this Amendment. If the transferred Percentage does not constitute the entire membership interest of the Transferring Member, then the Transferring Member shall remain a member of the Company having the membership interest set forth on Schedule A to this Amendment.

6. The effective date of this Amendment shall be the close of business on the date set forth in the first paragraph of this Amendment.

IN WITNESS WHEREOF, each of the undersigned, together constituting all of the existing members of the Company (including the Transferring Member) and the Transferee, has caused this Amendment to be duly executed by it or on its behalf on or as of the date set forth in the first paragraph of this Amendment.

EXISTING MEMBERS:

TRANSFERRING MEMBER:

TRANSFEE:

AMENDED SCHEDULE A

Name and Address

Capital Contribution