



# LLC Member Withdrawal Agreement

This **LLC Member Withdrawal Agreement** (the "**Agreement**") is made and entered into as of \_\_\_\_\_ ("**Effective Date**"), by and between the parties below:

**Company**

**Withdrawing Member**

The Company and the Withdrawing Member may be referred to individually as a "**Party**" and collectively as the "**Parties**."

## 1. Purpose

The purpose of this Agreement is to set forth the terms and conditions under which the Withdrawing Member will voluntarily withdraw from the Company and relinquish all membership rights, interests, and obligations, except as expressly provided herein.

## 2. Withdrawal

The Withdrawing Member hereby withdraws from the Company effective as of \_\_\_\_\_ ("**Withdrawal Date**"). As of this date:

- The Withdrawing Member shall cease to have any rights as a member of the Company, including voting, management participation, or access to Company information, except as required by law or this Agreement.
- The Withdrawing Member's ownership interest in the Company (the "**Membership Interest**") shall be transferred, redeemed, or otherwise disposed of in accordance with this Agreement.

### 3. Purchase of Membership Interest

The Company agrees to purchase the Withdrawing Member's Membership Interest under the following terms:

Description	Details
Ownership Percentage	
Purchase Price	
Payment Method	
Payment Schedule	

The purchase price represents full and final compensation for the Membership Interest unless otherwise specified in this Agreement.

### 4. Representations and Warranties

#### By the Withdrawing Member:

The Withdrawing Member represents and warrants that:

- They are the lawful owner of the Membership Interest.
- The Membership Interest is free from any liens, claims, or encumbrances.
- They have full authority to enter into and perform this Agreement.

#### By the Company:

The Company represents and warrants that:

- It has the authority to enter into this Agreement.
- The execution of this Agreement has been properly authorized in accordance with its governing documents.

### 5. Release of Claims

Upon receipt of the full payment described in this Agreement, the Withdrawing Member releases and discharges the Company and its remaining members, managers, and affiliates from any and all claims, demands, or liabilities arising out of or related to:

- The Withdrawing Member's status as a member of the Company
- The Company's operations prior to the Withdrawal Date

This release does not apply to obligations expressly stated in this Agreement.

## 6. Confidentiality

The Withdrawing Member agrees to maintain the confidentiality of all non-public, proprietary, or sensitive information related to the Company, both during and after withdrawal. This obligation continues indefinitely unless disclosure is required by law.

## 7. Non-Interference

For a period of \_\_\_\_\_ following the Withdrawal Date, the Withdrawing Member agrees not to:

- Interfere with the Company's business relationships
- Solicit employees, clients, or business partners of the Company

This clause is intended to protect legitimate business interests and shall be interpreted accordingly.

## 8. Tax Matters

The Parties acknowledge that:

- The Withdrawing Member is responsible for any taxes arising from the withdrawal and transfer of the Membership Interest.
- The Company may issue relevant tax documents reflecting the transaction.

Each Party agrees to cooperate in good faith regarding any tax-related filings or obligations.

## 9. Continuing Obligations

Any provisions of this Agreement that by their nature should survive the withdrawal, including confidentiality, release of claims, and tax obligations, shall remain in effect after the Withdrawal Date.

## 10. Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of \_\_\_\_\_.

Any disputes arising out of or in connection with this Agreement shall be resolved through good faith negotiations. If unresolved, the dispute shall be submitted to courts in \_\_\_\_\_, as agreed by the Parties.

## 11. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the withdrawal of the Withdrawing Member and supersedes any prior agreements or understandings on this matter.

## 12. Amendments

This Agreement may only be amended or modified by a written document signed by all Parties.

## 13. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original, and all of which together shall constitute one agreement.

**IN WITNESS WHEREOF**, the Parties have executed this LLC Member Withdrawal Agreement as of the Effective Date first written above.

**Company**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Withdrawing Member**

**Name**

**Date**

**Signature**

\_\_\_\_\_

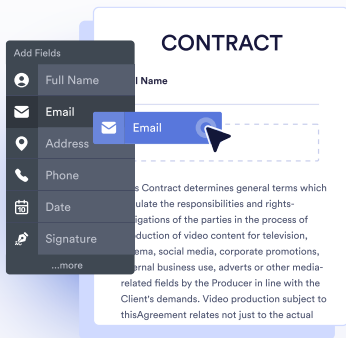


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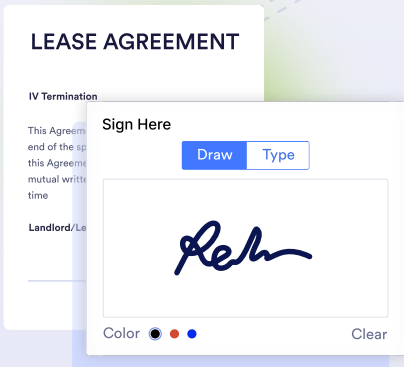
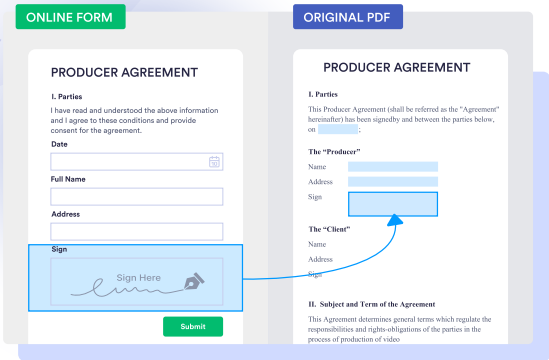
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