LLC Membership Interest Transfer Agreement

This **LLC Membership Interest Transfer Agreement** ("***Agreement***") is entered into as of ________ ("***Effective Date***") by and between the following parties:

Transferor

Transferee

The Transferor and the Transferee may be referred to individually as a "***Party***" and collectively as the "***Parties.***"

WHEREAS, the Transferor is the lawful owner of a membership interest in ________, a limited liability company organized under the laws of ________ (the "***Company***");

WHEREAS, the Transferor desires to transfer all or a portion of the Transferor's membership interest to the Transferee, and the Transferee desires to acquire that interest, subject to the terms of this Agreement and the Company's governing documents;

WHEREAS, the Parties acknowledge that the transfer may require approval or compliance with the Company's operating agreement or applicable law before becoming fully effective.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration acknowledged by the Parties, the Parties agree as follows:

1. Transfer of Membership Interest

The Transferor agrees to transfer, assign, and convey to the Transferee, and the Transferee agrees to acquire from the Transferor, a membership interest equal to ________ in the Company.

The transferred interest includes all rights, title, and ownership associated with the transferred membership interest except for any rights or obligations expressly excluded under this Agreement, the Company's operating agreement, or applicable law.

2. Purchase Price

The Transferee shall pay the Transferor a purchase price of ______________.

Payment shall be made as follows:

Purchase Price	
Payment Method	
Payment Due	
Deposit (If Any)	
Balance Due	

Unless otherwise agreed in writing, ownership shall transfer upon satisfaction of all payment obligations and any required approvals.

3. Representations of the Transferor

The Transferor represents and warrants that:

- The Transferor is the lawful owner of the membership interest being transferred.
- The membership interest is free from undisclosed liens, pledges, security interests, or other claims except as disclosed in writing.
- The Transferor has authority to enter into this Agreement.
- Executing and performing this Agreement does not violate any agreement binding upon the Transferor.
- The Transferor has disclosed any restrictions on transfer known to the Transferor.

4. Representations of the Transferee

The Transferee represents and warrants that:

- The Transferee has legal capacity and authority to enter into this Agreement.
- The Transferee has reviewed or has had the opportunity to review the Company's operating agreement and understands that ownership rights may be governed by that agreement.
- The Transferee has sufficient financial resources to complete the purchase.
- The Transferee will comply with any membership obligations applicable after the transfer becomes effective.

5. Company Approval

If the Company's operating agreement, organizational documents, or applicable law require approval of the transfer, the Parties shall cooperate in obtaining all required approvals, consents, or acknowledgments.

If a required approval is not obtained, the Parties shall comply with the applicable governing documents regarding the effect of the attempted transfer.

6. Admission as a Member

If applicable under the Company's governing documents, the Transferee shall become a substituted or new member of the Company only after all required approvals, admissions, and documentation have been completed.

Until admission is effective, the Transferee's rights may be limited to those permitted under the Company's operating agreement and applicable law.

7. Transfer of Rights and Obligations

Upon the effective transfer:

- The Transferor relinquishes all ownership rights associated with the transferred membership interest unless otherwise stated in this Agreement.
- The Transferee assumes the rights associated with the transferred interest from the effective transfer date, subject to the Company's governing documents.

Neither Party assumes obligations that arose before the effective transfer date unless expressly stated in this Agreement or required by law.

8. Books and Records

Following completion of the transfer, the Parties shall cooperate in updating the Company's membership records, ownership ledger, and any other documentation reasonably necessary to reflect the transfer.

9. Taxes

Each Party shall be responsible for its own taxes arising from this transaction unless otherwise required by law or agreed in writing.

The Parties acknowledge that the Company may have reporting obligations relating to the transfer.

10. Confidentiality

The Parties shall keep confidential any non-public financial, operational, or ownership information obtained through this transaction except where disclosure is:

- required by law;
- required to complete the transfer;
- required by a governmental authority; or
- authorized in writing by the affected Party.

This obligation survives completion of the transfer.

11. Further Assurances

Each Party agrees to execute additional documents and take reasonable actions necessary to carry out the intent of this Agreement and complete the transfer.

12. Default

If either Party fails to perform a material obligation under this Agreement, the non-defaulting Party may pursue any remedies available under this Agreement or applicable law after providing written notice and a reasonable opportunity to cure the default, where appropriate.

13. Termination

This Agreement may be terminated:

- by written agreement of both Parties before completion of the transfer;
- if a required regulatory or Company approval is permanently denied;
- if either Party materially breaches this Agreement and fails to cure the breach within ______ days after receiving written notice.

Termination does not affect obligations that are intended to survive termination, including confidentiality, payment obligations already accrued, and dispute resolution.

14. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, certified mail, or electronic mail where acknowledged by the receiving Party.

Notices shall be sent to the addresses listed above or to any updated address provided in writing.

15. Entire Agreement

This Agreement constitutes the complete understanding between the Parties regarding the transfer of the membership interest and supersedes all prior discussions, negotiations, and agreements relating to the same subject matter.

16. Amendments

No amendment or modification of this Agreement is effective unless it is made in writing and signed by both Parties.

17. Assignment

Neither Party may assign its rights or obligations under this Agreement without the written consent of the other Party, except where permitted by applicable law.

18. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of __________, without regard to conflict of law principles.

The Parties shall first attempt to resolve any dispute arising out of this Agreement through good-faith negotiations. If the dispute cannot be resolved, either Party may pursue available legal remedies in a court or other dispute resolution forum having proper jurisdiction, unless another method is required by applicable law or the Company's governing documents.

19. Severability

If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in full force and effect to the extent permitted by law.

20. Counterparts and Electronic Signatures

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

Electronic signatures shall have the same effect as handwritten signatures to the extent permitted by applicable law.

Signatures

The Parties acknowledge that they have read this Agreement, understand its terms, and voluntarily agree to be bound by it.

Transferor

Name

Date

Signature

Transferee

Name

Date

Signature

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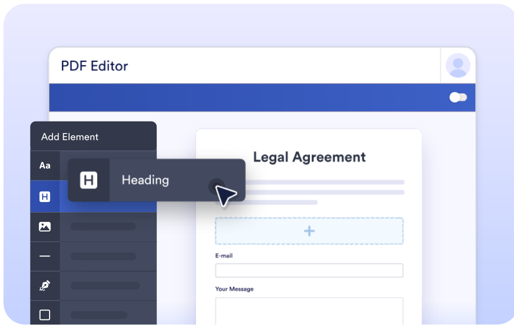

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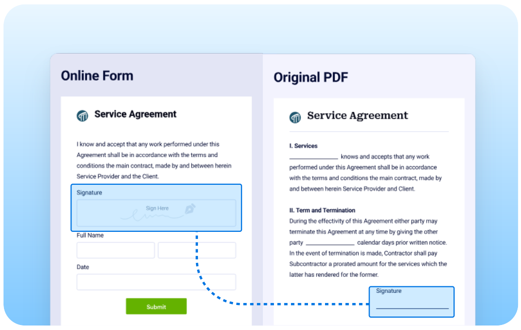

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