LLC Ownership Transfer Agreement

This **LLC Ownership Transfer Agreement** (“***Agreement***”) is entered into as of _____ ("***Effective Date***") by and between the parties below:

Transferor

_____

_____ _____

_____ _____ _____ _____

_____ _____

Transferee

_____

_____ _____

_____ _____ _____ _____

_____ _____

The Transferor and the Transferee are referred to individually as "***Party***" and together as the “***Parties.***”

1. Recitals

WHEREAS, Transferor owns _____ % of the membership interests in the Company, representing _____ membership units or the equivalent ownership interest (the “***Transferred Interest***”);

WHEREAS, Transferor wishes to transfer the Transferred Interest to Transferee, and Transferee wishes to acquire it, subject to this Agreement and the Company’s governing documents;

WHEREAS, the Company and its members have approved the transfer to the extent required under the Company’s operating agreement, applicable law, or any other binding agreement.

In consideration of the mutual promises in this Agreement, the parties agree as follows.

2. Transfer of Ownership Interest

Transferor hereby sells, assigns, transfers, conveys, and delivers to Transferee all of Transferor’s right, title, and interest in and to the Transferred Interest, free and clear of all liens, claims, security interests, options, and other encumbrances, except as disclosed in this Agreement.

The transfer includes Transferor’s economic rights associated with the Transferred Interest from the Closing Date, including the right to receive distributions declared or payable after the Closing Date. The transfer does not include any distributions or other amounts payable to Transferor for periods before the Closing Date unless stated otherwise in writing.

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3. Purchase Price and Payment

In exchange for the Transferred Interest, Transferee shall pay Transferor _____ ("***Purchase Price***") by _____ on or before the Closing Date.

The parties acknowledge that the Purchase Price is valid consideration for the transfer of the Transferred Interest. Each party is responsible for its own costs, fees, and expenses related to this Agreement unless the parties agree otherwise in writing.

4. Closing

The closing of the transfer ("***Closing***") shall occur on _____ or on another date agreed in writing by Transferor and Transferee ("***Closing Date***").

At Closing, Transferor shall deliver any documents reasonably necessary to transfer the Transferred Interest. Transferee shall deliver the Purchase Price and any documents reasonably necessary to become an owner of the Company, including an agreement to be bound by the Company's operating agreement and other governing documents.

5. Admission of Transferee as a Member

If required by the Company's operating agreement or applicable law, Transferee shall be admitted as a member of the Company only upon the written consent of the Company and any members whose approval is required.

Upon admission, Transferee shall hold the Transferred Interest subject to the Company's operating agreement, organizational documents, and all valid agreements governing the ownership or operation of the Company.

If Transferee is not admitted as a member at Closing, Transferee will hold only the economic rights associated with the Transferred Interest until the required consent is obtained. Transferor shall have no continuing management, voting, or ownership rights in the Transferred Interest after Closing, except as required by applicable law or the Company's governing documents.

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6. Transferor Representations

Transferor represents and warrants to Transferee that:

- Transferor is the lawful owner of the Transferred Interest and has full authority to enter into and perform this Agreement.
- The execution and performance of this Agreement do not violate any agreement, court order, law, or obligation binding on Transferor.
- No person or entity has a right to purchase, acquire, or claim the Transferred Interest that would prevent the transfer contemplated by this Agreement.
- Transferor has not transferred, pledged, granted, or otherwise encumbered the Transferred Interest, except as disclosed in writing to Transferee before Closing.

6. Transferor Representations

Transferor represents and warrants to Transferee that:

- Transferor is the lawful owner of the Transferred Interest and has full authority to enter into and perform this Agreement.
- The execution and performance of this Agreement do not violate any agreement, court order, law, or obligation binding on Transferor.
- No person or entity has a right to purchase, acquire, or claim the Transferred Interest that would prevent the transfer contemplated by this Agreement.
- Transferor has not transferred, pledged, granted, or otherwise encumbered the Transferred Interest, except as disclosed in writing to Transferee before Closing.

7. Transferee Representations

Transferee represents and warrants to Transferor that:

- Transferee has full authority to enter into and perform this Agreement.
- Transferee has had the opportunity to review the Company's operating agreement, financial information made available by the Company, and other relevant records before entering into this Agreement.
- Transferee understands that ownership in the Company may involve financial risk and that the value of the Transferred Interest may increase or decrease.
- Transferee will comply with the Company's governing documents upon becoming a member or receiving any economic rights associated with the Transferred Interest.

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8. Company Acknowledgment and Records

The Company acknowledges receipt of notice of the transfer. Subject to satisfaction of any approval requirements, the Company shall update its ownership records to reflect the transfer and, if applicable, Transferee's admission as a member.

The Company's acknowledgment does not waive any transfer restriction, consent requirement, right of first refusal, buy-sell right, or other requirement contained in its operating agreement or any agreement binding on the Company or its members.

9. Tax Matters

The parties shall cooperate in good faith to provide information reasonably needed to report the transfer for tax purposes. Each party is responsible for obtaining independent tax advice and for paying its own taxes arising from this Agreement or the transfer of the Transferred Interest.

The parties shall report the transfer consistently for tax purposes unless applicable law requires otherwise.

10. Indemnification

Transferor shall indemnify and hold Transferee harmless from losses, damages, liabilities, and reasonable expenses arising directly from a breach of Transferor's representations, warranties, or obligations under this Agreement.

Transferee shall indemnify and hold Transferor harmless from losses, damages, liabilities, and reasonable expenses arising directly from a breach of Transferee's representations, warranties, or obligations under this Agreement.

11. Further Assurances

After Closing, each party shall sign and deliver any additional documents and take reasonable actions needed to carry out the purpose of this Agreement and properly record the transfer.

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12. Confidentiality

The parties shall keep the terms of this Agreement confidential, except where disclosure is reasonably required to administer the Company, comply with law, obtain professional advice, or enforce this Agreement.

13. Notices

Any notice under this Agreement must be in writing and delivered personally, by recognized courier, by certified mail with return receipt requested, or by email with confirmation of transmission, to the addresses listed in the first page of this Agreement or to an updated address provided in writing.

14. Entire Agreement

This Agreement, together with the Company's governing documents and any written documents signed in connection with this transfer, states the entire agreement concerning the Transferred Interest. It replaces prior discussions and agreements concerning the same subject matter.

15. Amendment

Any amendment to this Agreement must be in writing and signed by Transferor, Transferee, and the Company if the amendment affects the Company's rights or obligations.

16. Assignment

Neither Transferor nor Transferee may assign its rights or obligations under this Agreement without the prior written consent of the other parties, except that Transferee's ownership rights remain subject to the Company's governing documents.

17. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____, without regard to rules that would apply the laws of another jurisdiction.

Before beginning a legal proceeding, the parties shall attempt in good faith to resolve any dispute arising from this Agreement through direct discussion. If the dispute is not resolved, any legal proceeding shall be brought in the courts located in _____, and each party consents to that venue.

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18. Severability

If any provision of this Agreement is found unenforceable, the remaining provisions shall remain in effect to the fullest extent permitted by law.

19. Counterparts and Electronic Signatures

This Agreement may be signed in counterparts, each of which is treated as an original and all of which together form one agreement. Electronic signatures and electronically delivered copies of this Agreement are valid and enforceable to the same extent as original signatures, to the extent permitted by applicable law.

20. Signatures

By signing below, the parties confirm that they have read, understood, and agreed to this Agreement.

Transferor

Name

Date

Signature

Transferee

Name

Date

Signature

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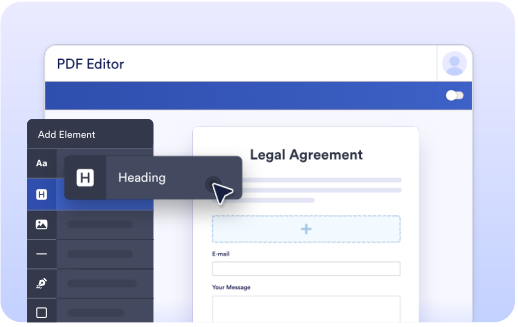
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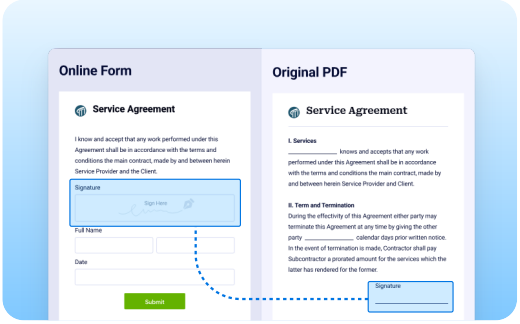
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