Membership Interest Purchase Agreement

This **Membership Interest Purchase Agreement** ("***Agreement***") is entered into on ("***Effective Date***") by and between the following parties:

Seller

Buyer

Seller and Buyer may be referred to individually as a "***Party***" and collectively as the "***Parties***."

WHEREAS, Seller is the lawful owner of the membership interest described in this Agreement in , a limited liability company (the "***Company***");

WHEREAS, Seller desires to sell, assign, and transfer the membership interest to Buyer, and Buyer desires to purchase and acquire such membership interest, subject to the terms and conditions set forth in this Agreement;

WHEREAS, the Parties intend for this Agreement to establish their respective rights and obligations concerning the purchase and sale of the membership interest.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration contained in this Agreement, the Parties agree as follows:

1. Sale and Purchase of Membership Interest

Seller agrees to sell, assign, transfer, and convey to Buyer, and Buyer agrees to purchase from Seller, the membership interest described below:

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Description	Details
Company Name	
Jurisdiction of Formation	
Membership Interest Being Sold	
Class of Membership Interest (if applicable)	
Ownership Certificate/Record Reference (if applicable)	

Upon completion of the transaction, Buyer shall acquire all rights associated with the purchased membership interest, subject to the Company's governing documents and applicable law.

2. Purchase Price

Buyer agrees to purchase the membership interest for the total purchase price of ______________________.

Payment shall be made as follows:

Payment Item	Details
Total Purchase Price	
Deposit (if any)	
Balance Due	
Payment Method	
Closing Date	

Unless otherwise agreed in writing, all payments shall be made in immediately available funds.

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3. Closing

The closing of the transaction shall occur on the Closing Date or on another date mutually agreed upon by the Parties.

At closing, the Parties shall execute all documents reasonably necessary to complete the transfer, including membership transfer documents, assignment instruments, and any required company approvals or consents.

4. Company Consents and Transfer Restrictions

The Parties acknowledge that the Company's operating agreement, organizational documents, or applicable law may restrict the transfer of membership interests.

Seller shall cooperate in obtaining any approvals, waivers, or consents required for the transfer. Buyer understands that ownership rights may become effective only after all required approvals have been obtained and the Company's records have been updated.

5. Seller's Representations and Warranties

Seller represents and warrants that:

- Seller is the lawful owner of the membership interest being transferred.
- Seller has the legal authority to enter into this Agreement.
- The membership interest is free from undisclosed liens, pledges, security interests, or other encumbrances except as disclosed in writing.
- Execution of this Agreement does not violate any agreement binding upon Seller.
- Seller has not previously transferred or agreed to transfer the membership interest to another person.

6. Buyer's Representations and Warranties

Buyer represents and warrants that:

- Buyer has full legal capacity and authority to enter into this Agreement.
- Buyer has sufficient funds or financing to complete the purchase.
- Buyer understands that the value of the membership interest may change over time.
- Buyer has had an opportunity to review available information concerning the Company before entering into this Agreement.

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7. Company Information

Seller has provided Buyer with access to information reasonably available concerning the Company, including any information the Parties have agreed to exchange before closing.

Buyer acknowledges responsibility for conducting any review or evaluation considered appropriate before completing the purchase.

8. Allocation of Profits, Losses, and Distributions

Unless otherwise required by the Company's governing documents or applicable law, profits, losses, distributions, voting rights, and other membership rights associated with the transferred interest shall belong to Buyer beginning on the closing date.

Seller shall remain entitled only to distributions declared before the closing date unless otherwise agreed in writing.

9. Taxes

Each Party shall be responsible for its own taxes arising from this transaction unless applicable law requires otherwise.

The Parties agree to cooperate in providing information reasonably necessary for tax reporting associated with the transfer.

10. Further Assurances

Following the closing, each Party shall promptly execute and deliver any additional documents and take any further actions reasonably necessary to carry out the intent of this Agreement and complete the transfer of the membership interest.

11. Confidentiality

The Parties agree to keep confidential any non-public financial, operational, ownership, or business information obtained through this transaction unless disclosure is required by law or is necessary to complete the transfer.

This obligation survives the closing of the transaction.

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12. Default

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

13. Indemnification

Seller agrees to indemnify and hold Buyer harmless from losses, damages, liabilities, claims, costs, and reasonable expenses arising from any material breach of Seller's representations, warranties, or obligations under this Agreement.

Buyer agrees to indemnify and hold Seller harmless from losses, damages, liabilities, claims, costs, and reasonable expenses arising from any material breach of Buyer's representations, warranties, or obligations under this Agreement.

14. Limitation of Liability

Except for liability arising from fraud, intentional misconduct, or obligations expressly stated in this Agreement, neither Party shall be liable to the other for indirect, incidental, special, punitive, or consequential damages arising out of this Agreement.

15. Notices

Any notice required under this Agreement shall be in writing and delivered personally, by recognized courier, certified mail, or electronic mail with confirmation of delivery to the addresses designated by the Parties.

A Party may update its notice information by providing written notice to the other Party.

16. Assignment

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

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17. Entire Agreement

This Agreement constitutes the entire agreement between the Parties regarding the purchase and sale of the membership interest and supersedes all prior negotiations, discussions, understandings, and agreements concerning its subject matter.

18. Amendments

Any amendment or modification of this Agreement shall be valid only if made in writing and signed by both Parties.

19. Severability

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

20. Waiver

A failure or delay by either Party to enforce any provision of this Agreement shall not constitute a waiver of that provision or any future enforcement of it.

21. Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of __________, without regard to conflict of law principles.

Any dispute arising from or relating to this Agreement shall be resolved through negotiation in good faith before either Party initiates court proceedings or another mutually agreed dispute resolution process.

22. Counterparts and Electronic Signatures

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

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

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Signatures

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

Seller

Name

Date

Signature

Buyer

Name

Date

Signature

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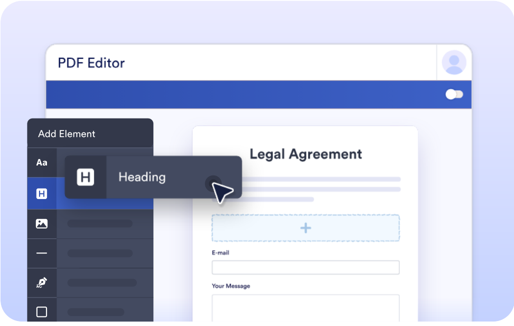

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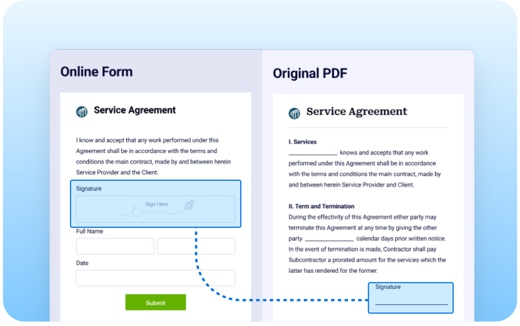

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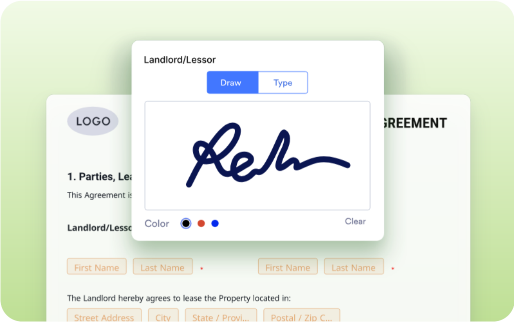

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