

LLC MEMBERSHIP INTEREST TRANSFER AGREEMENT

Location: _____ Effective Date: _____

Transferor (Seller) Information:

Full Name: _____

Address: _____

Phone/Email: _____

Transferee (Buyer) Information:

Full Name: _____

Address: _____

Phone/Email: _____

Limited Liability Company Information:

Name of LLC: _____

State of Organization: _____

Principal Place of Business: _____

Membership Interest Being Transferred:

Number/Percentage of Membership Interest: _____

Description of Interest (if applicable): _____

Purchase Price and Payment Terms:

Total Purchase Price: _____ USD

Payment Method and Schedule: _____

Section 1 – Transfer and Acceptance

Transferor hereby transfers, conveys, and assigns to Transferee, and Transferee hereby accepts from Transferor, the membership interest described above in the Limited Liability Company (the “LLC”), together with all rights, title, interests, and obligations associated therewith, subject to the terms and conditions of this Agreement.

Section 2 – Representations and Warranties of Transferor

Transferor represents and warrants that Transferor is the lawful owner of the Membership Interest, free and clear of all liens, claims, encumbrances, and restrictions. Transferor has full power and authority to enter into this Agreement and to transfer the Membership Interest. The Membership Interest is not subject to any outstanding options, rights of first refusal, or other agreements restricting transfer.

Section 3 – Representations and Warranties of Transferee

Transferee represents and warrants that Transferee has full power and authority to enter into this Agreement and to accept the Membership Interest. Transferee agrees to be bound by all provisions of the LLC Operating Agreement and any applicable laws governing LLC membership interests.

Section 4 – Operating Agreement

This transfer is subject to all terms and conditions of the LLC's Operating Agreement, including any restrictions on transfer, rights of first refusal, approval requirements, and obligations of members. Transferee acknowledges receipt of a copy of the Operating Agreement and agrees to comply therewith.

Section 5 – Consent and Approvals

If required by the Operating Agreement or applicable law, Transferor shall obtain all necessary consents and approvals for this transfer prior to the Effective Date. Transferee shall cooperate in obtaining any required consents and approvals.

Section 6 – Closing

The closing of the transfer shall occur upon execution of this Agreement by both parties. At closing, Transferor shall deliver all documents necessary to effectuate the transfer, including any assignment agreements or membership certificates.

Section 7 – Taxes and Expenses

Each party shall be responsible for its own taxes and expenses arising from this transfer, including any transfer taxes, filing fees, or other costs. Transferee shall indemnify Transferor against any tax liabilities related to Transferee's ownership.

Section 8 – Indemnification

Transferor agrees to indemnify and hold harmless Transferee from any claims, damages, or liabilities arising from Transferor's breach of this Agreement or ownership prior to the Effective Date. Transferee agrees to indemnify and hold harmless Transferor from any claims arising from Transferee's ownership after the Effective Date.

Section 9 – Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of _____, without regard to its conflict of law principles.

Section 10 – Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, whether written or oral.

Section 11 – Amendments

Any amendment or modification of this Agreement must be in writing and signed by both parties.

Section 12 – Severability

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

Section 13 – Counterparts and Signatures

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

Section 14 – Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail (return receipt requested), reputable overnight courier, or by electronic means with confirmation of receipt, to the addresses provided above or to such other addresses as may be designated in writing.

Section 15 – No Waiver

No failure or delay by either party in exercising any right shall operate as a waiver of that right or any other rights under this Agreement.

Section 16 – Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, and assigns.

Section 17 – Assignment

Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, except as otherwise permitted under the LLC Operating Agreement.

Section 18 – Further Assurances

Each party agrees to execute and deliver any additional documents and take any further actions reasonably necessary to carry out the intent and purpose of this Agreement.

Section 19 – Headings

The headings in this Agreement are for convenience only and shall not affect the interpretation of any provision.

Section 20 – Relationship of Parties

Nothing in this Agreement shall be deemed to create a partnership, joint venture, or agency relationship between the parties beyond the transfer of Membership Interest.

TRANSFEROR'S SIGNATURE

TRANSFeree'S SIGNATURE

Signature: _____

Signature: _____

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