

# LLC Member Interest Purchase Agreement

This LLC Member Interest Purchase Agreement (‘‘Agreement’’) is made and entered into as of , by and between:

- 1. **Seller:**
- 2. **Buyer:**
- 3. **Company:**

(Each a ‘‘Party’’ and collectively the ‘‘Parties’’)

## 1. Purchase and Sale

Subject to the terms of this Agreement, Seller hereby sells, assigns, transfers, and delivers to Buyer, and Buyer hereby purchases from Seller, all of Seller’s right, title, and interest in and to the membership interests of the Company described as follows:

Number/Percentage of Interests	Description/Type

## 2. Purchase Price

The total purchase price for the Interests shall be (‘‘Purchase Price’’), payable as follows:

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## 3. Representations and Warranties of Seller

- Seller is the sole legal and beneficial owner of the Interests and has full authority to transfer them.
- The Interests are free and clear of all liens, encumbrances, and restrictions.
- The execution and delivery of this Agreement does not violate any agreement, law, or regulation.
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## 4. Representations and Warranties of Buyer

- Buyer has authority to enter into this Agreement and purchase the Interests.
- Buyer is acquiring the Interests for investment purposes only.
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## 5. Miscellaneous

- This Agreement constitutes the entire understanding between the Parties.
- This Agreement shall be governed by the laws of .
- Amendments must be in writing and signed by both Parties.
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Seller:

\_\_\_\_\_  
Date:  
Buyer:

\_\_\_\_\_  
Date:

**Company Acknowledgment (if required):**

Authorized Company Representative:

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Date: