

LLC MEMBER DISTRIBUTION AND WITHDRAWAL AGREEMENT

This LLC Member Distribution and Withdrawal Agreement (the "Agreement") is entered into as of _____, 20_____, by and among:

The Company: _____, LLC, a limited liability company organized and existing under the laws of the State of _____ (the "Company"), and

The Withdrawing Member: _____, residing at _____ (the "Withdrawing Member").

RECITALS

WHEREAS, the Withdrawing Member is a member of the Company and holds a _____% membership interest in the Company;

WHEREAS, the Withdrawing Member desires to withdraw from the Company and surrender their entire membership interest, and the Company desires to consent to such withdrawal and distribute assets and/or funds to the Withdrawing Member in full satisfaction of their membership interest;

WHEREAS, the remaining members of the Company have consented to this withdrawal and distribution in accordance with the Company's Operating Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, the parties agree as follows:

1. WITHDRAWAL OF MEMBER

Effective as of _____, 20_____ (the "Effective Date"), the Withdrawing Member hereby voluntarily withdraws and resigns as a member of the Company, relinquishes all rights, duties, and responsibilities associated with being a member, and surrenders _____% of their membership interest to the Company.

2. DISTRIBUTION AND CONSIDERATION

In full satisfaction and redemption of the Withdrawing Member's membership interest, the Company shall distribute to the Withdrawing Member the following consideration (the "Distribution"):

1. **Cash Distribution:** The sum of \$ _____, to be paid on _____, 20_____.

2. **Property/Asset Distribution:** The transfer of ownership of the following assets:

3. REPRESENTATIONS AND WARRANTIES

The Withdrawing Member represents and warrants to the Company that:

1. They are the sole legal and beneficial owner of the membership interest being surrendered, and such interest is

free and clear of all liens, claims, encumbrances, and security interests.

2. They have the full legal power, authority, and capacity to enter into and perform their obligations under this Agreement.

4. RELEASE OF LIABILITY AND CLAIMS

Effective as of the Effective Date, the Withdrawing Member, on behalf of themselves and their heirs, successors, and assigns, hereby releases and forever discharges the Company, its officers, managers, and remaining members from any and all claims, demands, liabilities, actions, or causes of action arising out of or relating to the Withdrawing Member's membership interest, involvement with, or withdrawal from the Company.

5. INDEMNIFICATION

The Withdrawing Member agrees to indemnify, defend, and hold harmless the Company and its remaining members from any and all claims, damages, liabilities, or losses arising from any breach of the representations and warranties made by the Withdrawing Member in this Agreement.

6. 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 laws principles.

7. ENTIRE AGREEMENT

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

FOR THE COMPANY (AUTHORIZED REPRESENTATIVE)

WITHDRAWING MEMBER SIGNATURE

PRINTED NAME

PRINTED NAME

TITLE

DATE