MEMBER CAPITAL CALL AND FUNDING AGREEMENT

This Member Capital Call and Funding Agreement (the "Agreement") is entered into as of __________________, 20______, by and among ______________________________, a limited liability company organized under the laws of the State of ______________ (the "Company"), and each of the undersigned members of the Company (individually, a "Member" and collectively, the "Members").

RECITALS

WHEREAS, the Members have entered into the Limited Liability Company Agreement of the Company dated __________________ (as amended from time to time, the "Operating Agreement"); and

WHEREAS, the Company requires additional capital to fund its operations, growth, and other financial commitments; and

WHEREAS, the Members desire to establish the terms, conditions, and procedures for calling, contributing, and managing additional capital contributions (the "Capital Call") to the Company.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CAPITAL CALL AUTHORIZATION AND NOTICE

1.1. **Authorization:** The Manager(s) or Board of Directors of the Company, as authorized under the Operating Agreement, have determined that the Company requires an aggregate capital contribution of $__________________ (the "Total Funding Amount").

1.2. **Notice of Capital Call:** This Agreement serves as official notice of the Capital Call to all Members. Each Member shall contribute their respective pro-rata share of the Total Funding Amount as set forth in Section 2.

1.3. **Funding Date:** All contributions must be deposited into the designated Company bank account on or before __________________, 20______ (the "Funding Deadline").

2. MEMBER ALLOCATION AND CONTRIBUTIONS

Each Member shall contribute the amount specified below, corresponding to their current percentage ownership interest in the Company:

Member Name	Ownership Interest (%)	Pro-Rata Contribution Amount ($)

3. FAILURE TO FUND AND REMEDIES

3.1. **Default:** If any Member fails to contribute their full pro-rata contribution amount on or before the Funding Deadline (a "Defaulting Member"), such Member shall be in default under this Agreement.

3.2. **Remedies:** In the event of a default, the non-defaulting Members and the Company may pursue any remedies available under the Operating Agreement or applicable law, including but not limited to:

(a) **Dilution:** The membership interest of the Defaulting Member may be diluted in accordance with the formula specified in the Operating Agreement.

(b) **Member Loans:** One or more non-defaulting Members may elect to advance the unpaid amount on behalf of the Defaulting Member, which advance shall be treated as a loan bearing interest at a rate of ______% per annum.

(c) **Forfeiture or Reduction:** Reduction of the Defaulting Member's right to distributions until the default is cured or the non-defaulting Members are fully compensated.

4. 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.

5. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Member Capital Call and Funding Agreement as of the date first written above.

The Company:

______________________________, LLC

____

By (Signature):

Name: ________________________

Title: ________________________

Members:

Member 1:

____

Signature

Print Name: __________________

Date: __________________

Member 2:

____

Signature

Print Name: __________________

Date: __________________

Member 3:

____

Signature

Print Name: __________________

Date: __________________

Member 4:

____

Signature

Print Name: __________________

Date: __________________