

Equity Interest Purchase Agreement

This Equity Interest Purchase Agreement ("Agreement") is made and entered into as of [Date], by and between:

Seller: [Seller Name], with an address at [Seller Address]

Buyer: [Buyer Name], with an address at [Buyer Address]

(Each, a "Party"; collectively, the "Parties")

1. Purchase and Sale of Equity Interest

Subject to the terms and conditions set forth in this Agreement, Seller hereby agrees to sell, assign, transfer, and deliver to Buyer, and Buyer agrees to purchase from Seller, [Number]% of the issued and outstanding equity interest of [Company Name], a [State] [Type of Entity] (the "Company"), (the "Purchased Interest").

2. Purchase Price

The aggregate purchase price for the Purchased Interest shall be \$[Purchase Price] (the "Purchase Price"), payable by Buyer to Seller by [wire transfer/certified funds/other method] at Closing.

3. Closing

The Closing of the transactions contemplated by this Agreement ("Closing") shall take place on [Closing Date], or at such other time and place as the Parties may mutually agree in writing.

4. Representations and Warranties of Seller

1. Seller owns the Purchased Interest free and clear of all liens and encumbrances.
2. Seller has full authority to sell and transfer the Purchased Interest.
3. The execution of this Agreement does not violate any agreement or law binding upon Seller.

5. Representations and Warranties of Buyer

1. Buyer has the full power and authority to enter into and perform this Agreement.
2. Buyer has sufficient funds available to pay the Purchase Price in full at Closing.

6. Further Assurances

Each Party shall execute and deliver such further documents and perform such further acts as may be necessary or desirable to carry out the provisions of this Agreement.

7. Miscellaneous

- **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties and supersedes all prior understandings.
- **Governing Law:** This Agreement shall be governed by the laws of the State of [State].
- **Amendments:** Any amendment must be in writing and signed by all Parties.
- **Counterparts:** This Agreement may be executed in counterparts.

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

Seller: [Seller Name]

Buyer: [Buyer Name]