

Form: Limited liability company pre-organization agreement

LIMITED LIABILITY COMPANY PRE-ORGANIZATION AGREEMENT

PREVIEW

This agreement is made on [date], among [name], of [address], [name], of [address], and [name], of [address].

1. In consideration of the mutual promises, the parties hereto agree to form a limited liability company to be known as Limited liability company under the laws of the State of Texas, within ___ days hereafter, for the purposes of engaging in the business generally of [specify].

2. The period of the limited liability company shall be [Duration].

3. The initial registered office of the limited liability company shall be at [address], and the name of the limited liability company's initial registered agent at that address shall be [name].

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4. The Certificate of Formation of the limited liability company shall be substantially in the form and substance of attachment in Exhibit "A". It shall name the following as the initial members of the limited liability company:

Name Address

5. The first officers of the limited liability company shall be [name], President; [name], Treasurer, and [name], Secretary. Upon organization of the limited liability company the initial members shall authorize and direct the officers to execute on behalf of the limited liability company an employment contract substantially in the form and the substance of the agreement attached as Exhibit "A".

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6. The initial members shall, at the organizational meeting, adopt a Company Agreement for the limited liability company substantially in the form and of the substance of those attached as Exhibit "C".

7. Within fifteen (15) days following the organizational meeting, the company shall pay to the limited liability company the following sums, and the managers shall authorize and direct the officers of the limited liability company to issue certificates of the limited liability company having a par value of \$ _____ per share as follows:

Name Consideration No. of Share

THANK YOU

8. All costs and expenses, including attorney's fees, required for the formation and organization of the limited liability company, shall be advanced by [names], in proportion to their ownership of shares of the limited liability company, and shall be refunded to them by the limited liability company.

9. No party shall have the right to transfer or assign his interest in this agreement without the prior written consent of any other Party.

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10. If any party hereto is a partnership, limited liability company and/or trust, such party represents that this agreement, the transaction contemplated herein, and the execution and delivery hereof, have been duly authorized by all necessary partnership, corporate or trust proceedings and actions, including without limitation, the action on the part of the directors, if the party is a limited liability company. Certified copies of such corporate or other resolutions authorizing this transaction shall be delivered at execution.

11. Time is of the essence in this agreement and accordingly all time limits shall be strictly construed and rigidly enforced.

12. The use of the neuter singular pronoun to refer to the Parties described herein shall be deemed a proper reference even though the Parties may be an individual, a partnership, a limited liability company, any sort of group consisting of more individuals, partnerships or limited liability company's. The necessary grammatical changes required to make the provisions of this agreement apply in the plural sense where there is more than one party to this agreement, and to either limited liability companies, partnerships or individuals, males or females, shall in all instances, be assumed as though in each case fully expressed.

13. This agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable at [address].

14. If any provision of this agreement shall, for any reason, be held violative of any applicable law, and so much of the agreement is held to be unenforceable, then the invalidity of a specific provision shall not be held to invalidate any other provisions which other provisions shall remain in full force and effect unless removal of the invalid provisions is strictly the legitimate purposes of this agreement, in which event this agreement shall be canceled.

15. This agreement shall represent the entire agreement by all the Parties except as otherwise provided herein, and it may not be changed except by written amendment duly executed by all parties hereto.

16. All notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if mailed from within the United States by first class mail, postage prepaid, and addressed as follows: _____. A party may change the address for notice by giving notice of the change to the other parties in writing.

THANK YOU

17. This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

SIGNED, ACCEPTED AND AGREED TO on _____, by the undersigned parties who hereby acknowledge that they have read and understand this agreement and the attachments thereto and execute this agreement voluntarily and of their own free will.

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[Signature]
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[Signature]

[Signature]

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