

FORMATION AGREEMENT (Limited Liability Company)

THIS AGREEMENT made effective as of the ____ day of _____, _____.

AMONG:

[NAME OF MEMBER #1]

- and -

[NAME OF MEMBER #2]

- and -

[NAME OF MEMBER #3]

{list all Members in this manner}

(hereinafter individually referred to as a "Member" and collectively as the "Members")

- and -

[NAME OF LIMITED LIABILITY COMPANY]

a limited liability company in the process of formation with a registered office address in the State of _____
(hereinafter referred to as the "Company")

ARTICLE 1 - FORMATION

1.1 Confirmation of Formation and Applicable Law

Each of the Members has consulted with legal, tax, accounting and business advisors and has evaluated the benefits, costs, risks, requirements and other relevant considerations of forming a limited liability company, rather than any other form of corporate or business entity, for the purposes of organizing and conducting the business purposes hereinafter set out, and it is the intention of the Members to form a manager-managed limited liability company pursuant to the Uniform Limited Liability Companies Act (ULLCA) by entering into a Membership Agreement and filing a Certificate of Formation with the office of the Secretary of State of _____.

1.2 Members

The members of the Company shall be _____ *{list}*. The members shall acquire an interest in the Company by contributing the amount stated in Section 4.1 to the capital of the Company.

1.3 Name

The business of the LLC shall be conducted under the name of [NAME OF LIMITED LIABILITY COMPANY].

1.4 Effective Date & Term

The effective date of formation of the Company shall be the date on which the Articles of Organization are accepted and filed by the Secretary of State of _____. The term of the Company shall commence on the effective date and shall continue indefinitely, unless the Company shall be dissolved in accordance with Section 12.

1.5 Principal Place of Business

The principal place of business of the Company shall be at _____ [insert address], unless otherwise changed by a majority vote of the Members as hereinafter provided.

1.6 Registered Agent and Office

The Company's registered agent and office shall be _____ [insert name of agent], _____ [insert address of agent]. At any time, the Managing Members may designate another registered agent and/or registered office.

1.7 Fiscal Year

The fiscal year of the Company for both accounting and tax purposes shall end on the last day of _____ in each calendar year.

ARTICLE 2 - PURPOSE AND POWERS

2.1 Purpose

The LLC is being formed for the object and purpose of _____ (the "Business"). [Briefly describe the business that the Company is being formed for.]

Each of the Members further acknowledges that he/she has received, reviewed and accepted in general the draft Business Plan and Pro Forma Financial Projections, a copy of which attached to this Agreement as Schedule A and made a part hereof by reference.

2.2 Powers

The powers of the Company as are set out in the ULLCA §112(b) and allow the Company to lawfully accomplish its purpose.