PRE-INCORPORATION AGREEMENT

This Pre-Incorporation Agreement (the “Agreement”) is made and effective [DATE],

BETWEEN: **[FIRST PARTNER NAME]** (the "First Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: **[SECOND PARTNER NAME]** (the "Second Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

AND: **[THIRD PARTNER NAME]** (the "Third Partner"), a corporation organized and existing under the laws of the [STATE/PROVINCE], with its head office located at:

RECITALS

First Partner now owns and operates a [DESCRIBE] business in [STATE/PROVINCE] known as [DESCRIBE] Company, and he [she] would like to incorporate that business and Second Partner and Third Partner agree to take a certain amount of the stock in the corporation.

TERMS

1. Company has been inventoried by the above-named parties and it is agreed between them that Company, including all personal property, namely: [DESCRIBE], and everything used and kept in business, including all book accounts, is to show a value of [VALUE] net and is to be taken in by corporation at those figures.

2. Second Partner agrees to pay in cash the amount of [AMOUNT], the receipt of which is acknowledged, and from the date of signing this contract is an owner of an undivided one-half interest in [DESCRIBE] as set forth above.

3. It is agreed to incorporate the company under the laws of the State of [STATE/PROVINCE] for [AMOUNT], and that stock shall be issued [AMOUNT] to First Partner and [AMOUNT] to Second Partner as their interest may appear.

4. It is agreed that when corporation is formed, and stock issued, First Partner will sell to Third Partner, [AMOUNT] of stock, and Second Partner agrees to sell an equal amount of stock to Third Partner, the intention being that as soon as the corporation is incorporated all of the above-named parties are to have an equal amount of stock in the corporation.

5. It is agreed by Third Partner that he [she] will purchase the above described stock as set forth, paying for it by giving an individual note to the respective parties for the amount of stock received from them, and that the stock will be deposited with them as collateral security for payment of the note. The note will be dated [DATE], and due three years from that date with interest at [%] percent and until the corporation is completed. Third Partner is a partner to a [%] interest in the business.

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

FIRST PARTNER

_____
Authorized Signature

_____
Print Name and Title

SECOND PARTNER

_____
Authorized Signature

_____
Print Name and Title

THIRD PARTNER

_____
Authorized Signature

_____
Print Name and Title