PRE-INCORPORATION AGREEMENT

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

**BETWEEN: [FIRST PARTNER NAME]** (the "First Partner"), an individual with his main address located at OR a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [ADDRESS]

**AND: [NAME OF SECOND PARTNER]** (the "Second Partner"), an individual with his main address located at OR a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**AND: [THIRD PARTNER NAME]** (the "Third Partner"), an individual with his main address located at OR a company organised and existing under the laws of the [STATE/PROVINCE] of [COUNTRY], with its head office located at:

 [COMPLETE ADDRESS]

**RECITALS**

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

**TERMS**

1. The Company has been inventoried by the above-named parties and it is agreed between them that the Company, including all personal property, namely: [DESCRIBE], and everything used and kept in the business, including all of the book accounts, is to show a value of [VALUE] net and is to be taken in by the Company at those figures.
2. The 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 Province of [STATE/PROVINCE] for [AMOUNT], and that stock shall be issued [AMOUNT] to the First Partner and [AMOUNT] to the Second Partner as their interest may appear.
4. It is agreed that when the company is formed, and stock issued, the First Partner will sell to the Third Partner, [AMOUNT] of stock, and the Second Partner agrees to sell an equal amount of stock to the Third Partner, the intention being that as soon as the company is incorporated all of the above-named parties are to have an equal amount of stock in the company.
5. It is agreed by the Third Partner that he [she] will purchase the above-described stock, as set out in 4 above, 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 [%] per cent and until the company is completed. The 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 SECOND PARTNER

Authorised Signature Authorised Signature

Print Name and Title Print Name and Title

THIRD PARTNER

Authorised Signature

Print Name and Title