



AGREEMENT TO TERMINATE AN ARIZONA LIMITED LIABILITY COMPANY



Complete this agreement to hire Arizona LLC attorney Richard Keyt and KEYTLaw, L.L.C. (the "Firm") to terminate your Arizona limited liability company for \$397. Paragraph 4 on this page states exactly what the Firm will do and the cost. Rick, a former partner in one of the largest law firms in Arizona, has practiced law and been forming entities in Arizona since 1980. He has a masters degree (LL.M.) in federal income tax law from New York University School of Law.

For information about the Firm, see www.keytlaw.com and Rick's [biography](#). For in depth articles about Arizona LLCs, see the [Arizona LLC Library](#). If you have questions about terminating your LLC or this Agreement, call Rick at 602-906-4953, ext. 1 (no charge for questions about terminating Arizona LLCs).

You can complete this form in 5 – 10 minutes by typing the answers directly in the blank spaces or print the form and complete it with a pen. The easiest way to deliver this form to us after you have entered all the data is to click on the button on the last page that says **Submit to KEYTLaw Via Email** and send the form to us as an email attachment.

LLC Termination Services: The Firm will perform the following legal services for a guaranteed amount of \$473: (1) unlimited telephone calls with Arizona LLC attorney Richard Keyt about terminating the Company, (2) prepare an Action by Unanimous Consent for all the members to sign to approve the termination, (3) prepare an Assignment of Personal Property to transfer personal property to a member, (4) prepare Articles of Termination, (5) file the Articles of Termination with the Arizona Corporation Commission ("ACC") on an **expedited** basis (you pay the \$70 expedited filing fee), (6) prepare the [ACC cover sheet](#), to be filed with the Articles of Termination (7) give you the Articles with the ACC's "received" stamp, (8) give you the ACC's letter approving the filed Articles of Termination, (9) give you the Articles of Termination stamped with the ACC's "approved" stamp. The \$473 includes the \$70 ACC expedited filing fee

We require payment in advance before we provide any services. Unless there are unforeseen costs (for example you want us to send documents to you via FedEx or out of the U.S.) or developments or you hire us for additional services unrelated to forming your company (at our current hourly rates), the amount you agree to pay in this Agreement will be the only amount you pay us for forming your LLC. We will send an itemized invoice. You agree to pay any unpaid amount within ten days after we mail the invoice. If you do not pay an invoice within thirty days, we may charge interest on unpaid amounts at the rate of 1.5% per month, and we may terminate our services and/or withdraw from further representation of the company. The entire amount you pay KEYTLaw, LLC, for fees and costs is nonrefundable, but you may nevertheless discharge KEYTLaw, LLC, and Richard Keyt at any time and in that event you may be entitled to a refund of all or part of the fee based upon the value of the representation.

We are not acting as your attorney or the LLC's attorney in advising you or it with respect to this Agreement because we would have a conflict of interest in doing so. We will represent only the LLC rather than the interests of any member even if we are paid by a party other than the LLC. If you or any person or entity affiliated with the company have questions about this Agreement, we recommend that each concerned person consult with other legal counsel. You are hiring the Firm to terminate an Arizona LLC, not to advise the LLC or its members or managers with respect to federal or state income tax issues. The members and managers, if any, of the LLC must consult with an experienced federal and state income tax advisor before entering into this Agreement to advise the members on the federal and state income tax consequences of the transfer of assets to the members and the termination of the LLC. The transfer of assets to members and termination of the LLC could have adverse income tax consequences on the members of the LLC.

We recommend that all of the members of the LLC approve the termination of the LLC and the distribution of any assets to members. One of the documents we will prepare is an Action by Unanimous Consent of the members. We recommend that all members sign this document before the filing of the Articles of Termination. It is not our responsibility to arrange for a duly called and noticed meeting of the members at which the members approve a plan of termination. That is the responsibility of the LLC and its managers, if any, or members if it is a member managed LLC.

The LLC must also use its assets to pay all of its known creditors before it terminates. If the LLC transfers assets to one or more members and any creditor of the LLC is not paid, the members who received LLC assets may be liable to the creditor to the extent of the value of the assets received plus attorneys fees and costs. By entering into this Agreement the LLC and the signer of this Agreement represent to the Firm that all known creditors of the LLC will be paid in full before the formal termination of the LLC.

COMPANY INFORMATION

1. **Company Name:**

2. **Contact Person:**

For KEYTLaw use only. We will send documents & correspondence to this person and contact him or her for if we need more information & instructions with respect to the company.

Street address

City

State

Zip code

Primary phone

Email address

3. **List all Members (include both spouses unless one spouse owns all as separate property):**

4. **Who Will Sign Articles of Termination:**

5. **Assignment of Property:**

Describe property to be transferred from the LLC to the member(s) and name the member(s) who will receive the property.

6. **Additional Information:**

SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

Click your mouse on the boxes below to select your services & associated fees. Fill in the blanks online by clicking on a box or by typing the information in each blank space. Push the **TAB** key to move to the next field and the **SHIFT + TAB** key to move backwards.

\$397 **LLC Termination Service:** We provide all 9 of the services listed in paragraph 4 on page 1 using normal processing time (7 - 10 days) to prepare the documents.

\$ 70 Arizona Corporation Commission expedited filing fee

\$200 **One Business Day Super Expedited Service** to prepare & file the Articles of Termination, Action by Unanimous Consent and Assignment of Property (normally 7 - 10 days)

\$100 **Three Business Day Expedited Service** to prepare & file the Articles of Termination, Action by Unanimous Consent and Assignment of Property (normally 7 - 10 days)

\$_____ Total amount to be paid to KEYTLaw, LLC.

ABOUT THE SIGNATURE LINE BELOW

Chose one of the following three signature options:

1. **Digital Signature:** You can digitally sign this agreement using Adobe's free secure digital signature feature. To sign it digitally, click on the line below that is just above the text that says: **Signature of Member or Manager** then follow the instructions. Once you have digitally signed this agreement, it cannot be altered without your key.
2. **Old Fashioned Manual Signature:** Click on the print button below to print this agreement. Sign the agreement and then deliver it to Richard Keyt using one of the methods described on the last page of this agreement.
3. **No Signature:** If you pay by credit card, you do not have to actually sign this agreement. By paying for our LLC termination services, you agree to the terms and conditions in this agreement.

If you have any questions about this agreement or about terminating an Arizona LLC, call Richard Keyt at 602-906-4953, press 1.

The undersigned signs this agreement on behalf of the undersigned and on behalf of the company named above.

Print Signer's Name

KEYTLaw, L.L.C., an Arizona limited liability company

Signature of Member or Manager

By: _____
Richard Keyt, Manager

HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

1. **Easy Email Method (only for Outlook & Outlook Express):** Click on the **Submit to KEYTLaw Via Email** button found at the end of this agreement. Clicking on the submit button will open **Outlook** or **Outlook Express** with an email message pre-addressed to Richard Keyt. Click on the SEND icon **IN YOUR EMAIL PROGRAM** to send the email to Richard with this agreement attached as an Adobe pdf file. Use the Harder Email Method if you do not use **Outlook** or **Outlook Express**.
2. **Harder Email Method:** Save this agreement as a file on your computer then send the saved pdf file to rk@keytlaw.com as an attachment to an email. **You must have Adobe Acrobat or Reader version 8 to save this form on your computer with the data in it.** Go here to download the free Adobe Reader 8: www.adobe.com/products/acrobat/readstep2.html.
3. **Fax:** Fax this Agreement directly to Richard Keyt at 602-297-6890. You do not need a cover sheet.
4. **Snail Mail:** Mail or deliver the Agreement in a sealed envelope addressed as indicated to one of the following addresses:

Preferred Address (our UPS Store mail box)

Give the envelope to the clerk behind the counter

Richard Keyt
5025 North Central Avenue, #467
Phoenix, Arizona 85012

Secondary Address (Office)

Give the envelope to the receptionist in Suite 130

Richard Keyt
3001 East Camelback Road, Suite 130
Phoenix, Arizona 85016

CLICK BELOW TO EMAIL THIS AGREEMENT TO RICHARD KEYT

If you use Outlook or Outlook Express for your email, you can send this agreement to Richard Keyt by clicking on the button below that says **Submit to KEYTLaw Via Email**. Your email program will open with an email message pre-addressed to Richard Keyt and this agreement attached as an Adobe pdf file. When your email program opens, click on the **send icon** in your email program.

CAUTION: WHAT TO DO IF CLICKING ON THE SUBMIT VIA EMAIL BUTTON DOES NOT WORK

If clicking on the **Submit to KEYTLaw Via Email** button below does not cause your email program to open with this document attached as a file, you must deliver this completed agreement to Richard Keyt by the Harder Email Method (Number 2), or methods 3 or 4 described at the top of this page.

CONFIRMATION FROM KEYTLAW ON RECEIVING THIS AGREEMENT & YOUR PAYMENT

When we receive this agreement and your payment, we will send you an email message confirming receipt. If we do not get either your agreement or your payment, we will notify you of that fact by another email. We usually send the confirmation email within a few hours if we receive it on a business day between 8 and 5 pm. If we receive your agreement and payment on a non-business day or after hours, we may not send a confirmation email until the next business day.

WARNING: EMAIL YOUR AGREEMENT TO KEYTLAW & SAVE THE FILE ON YOUR COMPUTER OR PRINT THE AGREEMENT BEFORE GOING TO THE STORE TO PAY BECAUSE YOUR BROWSER WINDOW WILL CHANGE AND YOU WILL NOT SEE THIS FORM UNLESS YOU GO BACK

HOW TO PAY

1. **Preferred Method:** [Click on this link to go to our secure online store](#) and pay by Visa or MasterCard.
2. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address at the top of this page.
3. Call 602-906-4953, ext. 106 and give your credit card information to Richard Keyt's secretary Milena.