



ARIZONA LIMITED LIABILITY LIMITED PARTNERSHIP FORMATION AGREEMENT
3,700+ ARIZONA ENTITIES FORMED SINCE 2001



Complete this agreement to hire Arizona business and real estate law attorney Richard Keyt of KEYTLaw, L.L.C. (the "Firm") to form an Arizona limited liability limited partnership (LLLP) for \$774, which includes a federal Employer ID number for the LLLP. Rick, a former partner in one of the largest law firms in Arizona, has practiced law and been forming entities in Arizona since 1980. In addition to a law degree, 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](#). If you have questions about LLLPs or this Agreement or if you have any questions during the formation process, call Rick at 602-906-4953, ext. 1 or [Richard C. Keyt, J.D., CPA](#) at 602-906-4953, ext. 3 (no charge for questions about forming Arizona LLLPs).

Our Complete Limited Liability Limited Partnership (LLLP) Formation Services: The Firm will perform the following legal services for a guaranteed amount of \$774: (1) unlimited telephone calls with Arizona LLLP attorney Richard Keyt about forming the LLLP, (2) name selection advice, (3) prepare a custom drafted Limited liability limited partnership Agreement, (4) prepare a Certificate of Limited Partnership and Qualification to be a Limited liability limited partnership (the "Certificate"), (5) file the Certificate with the Arizona Secretary of State (SoS), (6) give you a copy of the submitted Certificate with the SoS' "received" stamp, (7) give you the Certificate stamped with the SoS' "approved" stamp, (8) obtain a federal Employer Identification number for the LLLP from the IRS (a partner must complete and sign IRS form SS-4 (go to: www.keytlaw.com/lp/ss-4.pdf) and fax or email the SS-4 to us), (9) publish the Certificate in a newspaper in the appropriate county, (10) obtain an Affidavit of Publication and file it with the SoS before the deadline, (11) give you our LLLP Operations Manual (a 40+ page explanation of LLLPs and how to operate your LLLP), and (12) act as the LLLP's statutory agent for its first year of existence. The \$774 includes **all formation costs** (\$13 SoS filing fee and \$40 newspaper publication fee for LLLPs with a chief executive office in Maricopa County). If your LLLP's chief executive office is not in Maricopa County, we will bill you for the publication costs that exceed \$40. The fee, however, does not include any substantive modifications to the limited liability limited partnership agreement. We charge \$295/hour for attorney time to modify the limited liability limited partnership agreement.

The LLLP must have a statutory agent (aka resident agent) with a physical address in Arizona. The purpose of the statutory agent is to give the public notice of a person or entity who can be served legal papers on behalf of the LLLP. We act as the LLLP's statutory agent at no additional fee for the LLLP's first year, but thereafter we charge \$99/year payable in advance to continue to be the LLLP's statutory agent. If the LLLP does not pay its annual statutory agent fee within sixty days of the date of our invoice, we may resign as the LLLP's statutory agent, in which case the LLLP must appoint another statutory agent within thirty days of our resignation or the SoS may terminate the LLLPs' existence.

Important Note: All AZ LLLPs must file an annual report with the SoS every calendar year between January 1st and April 30th. If your LLLP fails to file this report within sixty days of the SoS's delinquent annual report notice, the SoS will revoke the LLLP's status as an Arizona LLLP and cause the LLLP to become an AZ general partnership and all partners will then have unlimited liability for the debts of the partnership. If the SoS revokes the LLLP's status as an LLLP, it has within two years after the effective date of the revocation to file the annual report and correct any problems in which case the revocation will be rescinded and the legal consequences will be as if the LLLP's status was never revoked. It is the responsibility of the LLLP, not Richard Keyt or KEYTLaw, LLC, to file the LLLP's annual report every year not later than April 30th.

We are not advising you with respect to and we are not responsible for selecting a name that does not infringe on a trademark or service mark. Before you select a name for your LP, check the [Name Availability Database](#) to determine if your prospective LLLP name is available in Arizona. The SoS will accept a proposed LLLP name unless it is identical to the name of an existing Arizona entity or Arizona registered tradename.

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 LLLP. We will send itemized invoices. 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. The person who pays our fees and costs by credit card confirms that the company that issued the credit card allows charges for

future services, costs and expenses. After three years, we may destroy all documents we collect during the time we provide services.

We are not acting as your attorney in advising you with respect to this Agreement because we would have a conflict of interest in doing so. In forming the LLLP we will represent only the LLLP rather than the interests of any partner even if we are paid by a party other than the LLLP. If you or any person or entity affiliated with the LLLP have questions about this Agreement, we recommend that each concerned person consult with other legal counsel. You are hiring the Firm only to form your Arizona LLLP, not to advise the LLLP or its partners or managers with respect to U.S. or Arizona income taxes or securities laws, U.S. estate taxes or any Canadian taxes. We recommend that the partners consult with an experienced tax advisor for advice on all tax laws that might affect the LLLP and its partners and consult with an experienced attorney to for advice on federal and state securities laws.

SELECT YOUR DESIRED SERVICES & GUARANTEED FIXED FEE

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

\$774 **Complete LLLP Formation Service:** We provide all of the services and items listed on page 1, paragraph 3.

\$100 **KEYTLaw Address Service** (optional): Arizona law requires that the LLLP have an office in Arizona that is a physical street address. This is an annual fee. Do not tell the IRS or anybody to send correspondence to our address. Tell people to send correspondence to the address where you want the LLLP to receive its mail. If we receive correspondence for the LLLP, we will charge the LLLP our actual postage plus a \$35 handling fee to compensate us for our time to mail the correspondence to the LLLP.

\$197 **LLLP Annual Report Service** (optional): Select this option to subscribe to our LLLP annual report service for the report due January 1 of next year. We will prepare the LLLP's annual report, send it as an attachment to an email in January to the LLLP's contact person, and send bimonthly email reminders to the LLLP's contact person January through June until we know the annual report has been filed. We do not guaranty that the annual report will be filed timely. The LLLP remains responsible for filing the annual report. We only provide a reminder / help service. This is an annual fee payable in advance. If the LLLP does not pay the fee on or before December 31 of any year, we may terminate this service without notice and not provide any services for the next calendar year. We are not responsible for tracking the email address of any contact who fails to notify us of a change in his or her email address by sending a certified mail, return receipt letter addressed to Richard Keyt, 3001 E. Camelback Road, Suite 130, Phoenix, AZ 85016 or any new address in the event we move.

\$200 **Three Business Day Expedited Service** to prepare the documents (normally 7 - 10 days)

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

LIMITED LIABILITY LIMITED PARTNERSHIP INFORMATION

1. LLLP Name:	<div style="border-bottom: 1px solid black; min-height: 20px;"></div> Name of LLLP
2. LLLP's executive office:	<div style="border-bottom: 1px solid black; min-height: 20px;"></div> Street address City, State Zip Code Country
	If the LLLP does not have an office in Arizona, give the address for its office outside Arizona.
3. Contact Person:	<div style="border-bottom: 1px solid black; min-height: 20px;"></div> For KEYTLaw use only. We will send documents & correspondence to this person and contact him or her if we need more information & instructions with respect to the LLLP.
	<div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%; border-bottom: 1px solid black; min-height: 20px;"></div> <div style="width: 45%; border-bottom: 1px solid black; min-height: 20px;"></div> </div>
	<div style="display: flex; justify-content: space-between; margin-top: 5px;"> Contact's Primary Voice Phone Contact's Email Address </div>
4. Type of Business:	<div style="border-bottom: 1px solid black; min-height: 20px;"></div> What type of business will the LLLP engage in? For our use. Not disclosed to the SoS.

PARTNERS INFORMATION

Completion Instructions

Complete Parts 1, 2 and 3 for all partners. If any partner is a corporation or limited partnership, also complete Part 4 only for that entity. If any partner is a trust, complete Part 5 only for the trust. Make sure that the information in Parts 2 - 5 on each line corresponds to the appropriate partner's number that you enter for the partner in Part 1. Partner 1 in Part 1 is partner 1 in all other parts of this agreement. **It is best to enter all information for one partner at a time so you make sure to put the partner's information on the same line of each part.**

Part 1: Names of All Partners
The LLLP Must Have at Least One General Partner

No.	Partner Name	General or Limited Partner	
1	_____	GP	LP
2	_____	GP	LP
3	_____	GP	LP
4	_____	GP	LP
5	_____	GP	LP
6	_____	GP	LP

Part 2: Partner Contact Information
Insert Address for Our Records Even if You Purchase Our Address Service

No.	Partner's Address	Telephone	Email
1	_____	_____	_____
2	_____	_____	_____
3	_____	_____	_____
4	_____	_____	_____
5	_____	_____	_____
6	_____	_____	_____

Part 3: Partnership Percentages & Capital Contributions
Indicate Ownership % of Each Partner & Amount & Due Date of Payments of Money to the LLLP

Note: Partners are not required to contribute money or property to an Arizona LLLP. If you want a partner to be legally obligated to contribute money or property to the LLLP, the partner must sign a written document by which the partner agrees to contribute money or property. If you indicate below that a partner is to contribute money, show the amounts and due dates and we will insert that information into the Partnership Agreement, which if signed by the partner, will create the legal obligation for the partner to contribute the money.

No.	Percentage Owned	Initial Capital Contribution	Pay on or Before	Future Capital Contribution	Pay on or Before
1	_____ %	\$ _____	_____	\$ _____	_____
2	_____ %	\$ _____	_____	\$ _____	_____
3	_____ %	\$ _____	_____	\$ _____	_____
4	_____ %	\$ _____	_____	\$ _____	_____
5	_____ %	\$ _____	_____	\$ _____	_____
6	_____ %	\$ _____	_____	\$ _____	_____

Important Note: The partners total percentage interests must be 100%.

If the LLLP Does Not Have a Partner that is an Entity or a Trust, Skip to Page 5
Part 4: For Partners that are Entities (Skip this part if all partners are people)

No.	Type of Entity	Formation State/Country	Who Signs for the Entity	Signer's Title
1	Corp LLC	_____	_____	_____
2	Corp LLC	_____	_____	_____
3	Corp LLC	_____	_____	_____
4	Corp LLC	_____	_____	_____
5	Corp LLC	_____	_____	_____
6	Corp LLC	_____	_____	_____

Part 5: For Partners that are Trusts (Skip this part if all partners are people)

No.	Name of Trust	Formation State/Country	Names of Trustee	Date of Trust
1	_____	_____	_____	_____
2	_____	_____	_____	_____
3	_____	_____	_____	_____
4	_____	_____	_____	_____
5	_____	_____	_____	_____
6	_____	_____	_____	_____

Insert in the text box below, any additional information about the limited liability limited partnership, the partners or its business in Arizona that you want KEYTLaw's real estate law, business law and contracts law attorneys to know.

ABOUT THE SIGNATURE LINE BELOW

Choose 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** 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 next page.

If you have any questions about this agreement or about forming an Arizona LLP, LLC or corporation, call Richard Keyt at 602-906-4953, ext. 1 (email: rickkeyt@keytlaw.com) or call Richard C. Keyt, J.D., CPA at 602-906-4953, ext. 3 (email: rck@keytlaw.com).

The undersigned signs this agreement on behalf of the undersigned and the to be formed limited liability limited partnership named above.

Signature of Partner

Print Signer's Name

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

By: _____
Richard Keyt, Manager

HOW TO DELIVER THIS AGREEMENT TO KEYTLAW

1. **Email:** Scan the completed and signed Agreement then save it as a file on your computer. Attach the file to an email message and send it to rck@keytlaw.com.
2. **Fax:** Fax this completed and signed Agreement directly to KEYTLaw attorney Richard Keyt at 602-297-6890. You do not need a cover sheet.
3. **Snail Mail:** Mail or deliver the Agreement in a sealed envelope addressed to Richard C. Keyt, 3001 East Camelback Road, Suite 130, Phoenix, Arizona 85016.

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.

HOW TO PAY

1. **Preferred Method:** [Click on this link to go to our secure online store](#) and pay by Visa, MasterCard, American Express or Discover.
2. Mail or deliver your check payable to: **KEYTLaw, LLC** to the address at the top of this page.
3. Complete our online pdf fillable Credit Card Authorization form and fax, mail or email it to us per one of the methods described above. The form is at www.keytlaw.com/cca.pdf.
4. Give your credit card information over the phone to Richard C. Keyt, J.D., CPA at 602-906-4953, ext. 3 or KEYTLaw legal assistant Gia Goodman at 602-906-4953, ext. 7.