



EWBANK, HENNIGH, MCVAY.
LAW FIRM

110 N. Independence, Enid, Oklahoma 73701
(580) 234-4334
www.northwestoklaw.com

BUSINESS QUESTIONNAIRE

Date _____

A. NAMES OF OWNERS

Full Legal Name

Full Legal Name

Mailing Address

Mailing Address

Social Security Number

Social Security Number

Phone number

Phone number

Email Address

Email Address

B. MEMBER ENTITIES

Name of Entity

Name of Entity

Mailing Address

Mailing Address

Nature of the Entity
 LLC Corporation Trust

Nature of the Entity
 LLC Corporation Trust

C. BUSINESS PREFERRED NAMES:

1st. _____

2nd. _____

D. REGISTERED AGENT INFORMATION

Name _____

Address _____

E. MEMBER/MANAGER PERCENTAGE

<u>Name of Member</u>	<u>Description & Value of Capital Contribution</u>	<u>Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

F. STATEMENT OF BACKGROUND

State the general purpose of the Business:

G. TERMS AND CONDITIONS

1. Effective date of Agreement; enforceability

- i. Should the Agreement become effective (and thus become binding on its parties):
- Only when all prospective members have signed it;
 - When some lesser number of prospective members (such as a majority of them) have signed it; or
 - On some other date? _____

2. Formation of LLC

- i. Deadline or preferred time to establish the company:

3. LLC's name, purpose, etc.

- i. Identify the name, purpose, principal place of business, and office, structure of management and other key matters relating to the LLC:

4. Members of LLC on date of its formation

- i. Are all members of the LLC going to be members of the LLC as of the date of formation?
 Yes No

- ii. Should reference be made to members who will join the LLC at some point after its formation?
 Yes No

5. Principal place of business of the LLC

- i. List the LLC's principal place of business.

- ii. If the LLC is manager-managed, will only the manager be able to change the LLC's principal place of business, or should such changes be decided by members having a majority of member votes or otherwise?

6. Limited liability of members and managers of the LLC

- i. Will any members personally guarantee any debts or be personally liable for any debts of the LLC?
 Yes No

7. Reservation of LLC management to members or to managers

- i. Will management of the LLC be reserved to the members or to one or more managers?

- ii. If management will be reserved to one or more managers, who will be the initial manager or managers? Will there be assistant managers?

8. Taxation of LLC and members

- i. Will the LLC be taxable under Internal Revenue Code Subchapters C, K, or S?

- ii. If the LLC will be taxable under Subchapters C or S, who will file the necessary election forms with the IRS, and when?

9. Annual accounting period of LLC

i. What will be the annual accounting period of the LLC?

ii. If the LLC is permitted to elect this period (which may be the case, for example, if it elects to be classified as a C corporation), what period should it elect?

10. LLC method of accounting

i. What will be the method of accounting of the LLC (*i.e.*, cash, accrual, or other)?

ii. If the LLC is permitted to elect this method of accounting, what period should it elect?

11. Addition of LLC as party to the Agreement

i. Do the organizers wish LLC to become a party to the agreement?

Yes No

In general, the LLC should be made a party to the Agreement in case it subsequently must bring suit against a member or manager under the Agreement. If the LLC already exists when the members sign the Agreement, the LLC should sign it when the members do so. If the LLC does not yet exist, it should sign promptly after it is formed.

12. Amendment of Articles and Agreement

i. Do the organizers want to provide that the articles of organization and Agreement may be amended only, with the consent of all members; or do they want to provide for amendments by majority or supermajority vote or by some other procedure?
