

Company Memorandum and Articles of Association

Memorandum of Association

1. Company Name:

Texas-Research-Chemicals

2. Registered Office Address:

123 Main Street, Houston, Texas, USA

3. Business Objectives:

- a. To conduct research, manufacturing, and distribution of chemicals for industrial, academic, and research purposes.
- b. To sell research chemicals to authorized buyers while adhering to legal and ethical standards.
- c. To provide consultancy and laboratory analysis services.

4. Liability Clause:

The liability of the members is limited to the amount unpaid on their shares.

5. Capital Clause:

The share capital of the company is \$100,000 divided into 100,000 shares of \$1 each. The shares are fairly distributed as follows:

- Shareholder 1 (John Doe): 25,000 shares
- Shareholder 2 (Jane Smith): 25,000 shares
- Shareholder 3 (Alice Johnson): 25,000 shares
- Shareholder 4 (Robert Brown): 25,000 shares

6. Subscribers:

We, the undersigned, agree to subscribe to the shares of the company as listed above.

Articles of Association

1. Definitions and Interpretation:

Terms used in this document are as defined in applicable company law.

2. Share Capital and Variation of Rights:

Shares may be transferred with the approval of the Board of Directors.

3. Company Management:

The company shall be managed by a Board of Directors consisting of the following roles:

- Chairperson: Presides over meetings and ensures decisions are implemented.
- Secretary: Prepares minutes, agendas, and correspondence.
- Treasurer: Manages the financial accounts and budget.

4. General Meetings:

- a. Annual General Meetings (AGMs) shall be held once a year to review company performance.
- b. Extraordinary General Meetings (EGMs) may be called for urgent decisions.
- c. Quorum: At least two shareholders must be present.

5. Division of Profits:

Dividends shall be distributed equally among shareholders after reserving funds for operational needs.

6. Restrictions on Business Activities:

The company shall not engage in the sale of products for recreational or illegal purposes.

7. Winding-Up Clause:

In the event of winding up, remaining assets shall be distributed to shareholders in proportion to their shareholding.

8. Indemnity Clause:

Directors and employees shall be indemnified against liabilities arising from lawful business activities.