Formation Pack

Business	Rivera Sisters Baking Co
Formed in	TX
Prepared on	28 August 2026
Owners	Ana Rivera, Lucia Rivera
Case	demo-bakery

This packet was prepared by Charter. It is ready for the owners named above to read and sign themselves.

What this is not: it is not legal advice, it is not a filing with any government office, and nothing in it has been signed. No part of it was signed on anybody's behalf, and nothing in this software is able to do that.

The ownership agreement

Made on 28 August 2026 between the two (2) owners named below, for Rivera Sisters Baking Co, a limited liability company formed in TX.

First owner	Ana Rivera — contributed $20,000 in cash. Credited in this agreement at $20,000.00. Holds 50%.
Second owner	Lucia Rivera — contributed a commercial oven she already owns, worth about $12,000. Credited in this agreement at $20,000.00. Holds 50%.

Total credited $40,000.00

What something is worth on the open market and what the owners agree to credit it at are different numbers, and both belong here. Texas divides profit by the credited value as written in the company's records, and this agreement is that record. Every credited figure above was stated by the owners themselves and answered in their own words; Charter refuses to write one down that nobody has said.

An ordinary decision	carries on more than 50% of ownership
A decision that changes the deal	carries on at least 66.67%

The articles in this agreement, in order:

- ARTICLE 1 — FORMATION, NAME AND PRINCIPAL OFFICE — Says which company this agreement is about, so it cannot be attached to the wrong one.
- ARTICLE 2 — PURPOSE — Says what the business does. A purpose stated narrowly can limit what the company may later do, so it is stated broadly unless the owners ask otherwise.
- ARTICLE 3 — MEMBERS AND OWNERSHIP INTERESTS — The list of owners and what share each one holds. This is the article people open the document to read.
- ARTICLE 4 — CAPITAL CONTRIBUTIONS — What each owner put in. Texas allocates profit by contribution value as stated in the company records, so this article is the record the statute asks for.
- ARTICLE 5 — ALLOCATION OF PROFITS AND LOSSES — How profit and loss are divided. Either it follows the contributions, or the owners agreed something different and the agreement has to say so in its own words.
- ARTICLE 6 — DISTRIBUTIONS — When money actually leaves the company and reaches the owners. Being allocated a profit and being paid it are different events, and confusing them is a common and

expensive surprise.
- ARTICLE 7 — MANAGEMENT — Who runs the company day to day: the owners themselves, or somebody they appoint.
- ARTICLE 8 — VOTING AND DECISIONS — What fraction of ownership has to agree before a decision carries, and which decisions need more than a simple majority.
- ARTICLE 9 — TRANSFER OF MEMBERSHIP INTERESTS — Whether an owner may hand their share to somebody else, and what that person gets. In Texas a transferee normally receives the money rights without becoming a member who can vote.
- ARTICLE 10 — NO WITHDRAWAL OR EXPULSION — Texas states that a member may not withdraw or be expelled. When the owners have chosen no way out, the agreement says so plainly rather than leaving people to discover it.
- ARTICLE 11 — DEADLOCK — What happens when the owners cannot outvote each other. Included only when the shares make a tie genuinely possible, because a deadlock clause in a company that cannot deadlock is noise.
- ARTICLE 12 — DISSOLUTION AND WINDING UP — How the company ends and in what order its money is paid out.
- ARTICLE 13 — BOOKS, RECORDS AND INFORMATION — What the company must keep and what an owner is entitled to see. An owner cut off from the records cannot tell whether anything else in this document is being honoured.
- ARTICLE 14 — AMENDMENT — What it takes to change this agreement later. Without it, the question of who may rewrite the deal is itself unsettled.
- ARTICLE 15 — GOVERNING LAW AND EXECUTION — Which state's law reads this document, and the record that each person signed it.

These shares allow an exact tie, so this agreement includes a deadlock article. It is left out when the arithmetic makes a tie impossible.

What Charter was asked to do, and would not

Once this pack is sealed, anything that would rewrite the file is refused. That is not a setting. Below is the complete list of what would be refused and why, taken from the same rule the software actually enforces.

- pdf_merge — joins several documents into one file. adding pages after sealing would change what was sealed.
- pdf_tag — adds structure so a screen reader can read the document properly. rewrites the file, so the fingerprint would no longer match.
- pdf_flatten — turns form fields into flat text. destroys the signature field, so the people who have to sign would find nowhere to sign.
- pdf_watermark — stamps text across every page. rewrites the page content, which invalidates the seal.
- pdf_manipulate — deletes, reorders or rotates pages. can remove the signature page outright.
- pdf_compress — makes the file smaller. rewrites the file, so the fingerprint would no longer match.
- pdf_protect — adds a password. rewrites the file, so the fingerprint would no longer match.
- pdf_remove_password — removes a password. rewrites the file, so the fingerprint would no longer match.

Nothing on that list was asked for while this pack was being assembled. The list is printed anyway, because a limit nobody can check is not a limit.

Decisions Charter made while preparing this agreement, in its own words:

- Shares total exactly 100%: Ana Rivera 50%, Lucia Rivera 50%.
- Each owner's share of profit matches their share of what they put in, so the agreement records that this is deliberate.
- 15 articles, numbered from one after leaving out the ones that do not apply. Every cross-reference was resolved against that numbering, and a reference to an article that is not in the document stops the build.
- The owners run the company themselves, so decisions are made by the owners voting.
- No process for an owner to leave was agreed, so the agreement says plainly that there is no way out. Texas states that a member may not withdraw or be expelled, and an agreement that adds nothing leaves that as the term.
- These shares allow an exact tie, so a deadlock article is included. It is left out when the arithmetic makes a tie impossible.

The owners' identity documents

Each owner's document was read by a document service. It reads; it decides nothing. Whether a value needed a person to look at it was worked out afterwards in plain code, and no model took any part in that decision.

The values read off those documents are deliberately NOT reprinted here. This page says which values were read and which a person checked. A packet that gathered every owner's date of birth and document number onto one page is a document nobody should be asked to carry around.

Ana Rivera 4 values read from their document

- Nothing on this document needed a person to look at it.

Lucia Rivera 4 values read from their document

- A person checked these against the document itself: expiry date.

Signing

Nothing in this packet has been signed. The owners named on the cover sign it themselves.

Charter sealed this document and vouched for its own record of how it was made. It did not sign anything, and it is not able to. The law lets software form a contract, with the result attributed to the person to be bound — but a signature is a process executed or adopted BY A PERSON, with the intent to sign. Forming may be delegated. The signature is the act of a person, and a machine has no intent to lend it.

Ana Rivera ____________________ Date ________

Lucia Rivera ____________________ Date ________

What you must still do yourself

Signing this packet does not create Rivera Sisters Baking Co. Nothing in this packet has been sent to any government office, and Charter did not send it. Your company does not exist until the office below has accepted a filing that you make.

Read this page before you sign anything. It is the shortest page in the packet and it is the one that decides whether the rest of it is worth anything.

The filing

Office	the Texas Secretary of State
Form	Certificate of Formation, Limited Liability Company (Form 205)
Read it here	sos.texas.gov

You file this yourself, with the Texas Secretary of State. Charter has not filed it, cannot file it, and will not file it.

Charter deliberately does not print the fee, the processing time, or the list of what the form requires. Those change. A number that was right on the day this packet was sealed and wrong on the day you read it is worse than no number at all, so read them on the office's own page above.

What this packet is, and what it is not

- It is the agreement between the owners about how they own the business together. That agreement is between you, not between you and the state, and it takes effect when you sign it.
- It is not a filing, not a registration, and not legal advice. Charter is software. It prepared documents; it did not advise anybody.
- Nothing in it has been signed. Charter sealed the file, which fixes what it contains, and vouched for its own record of how it was made. A seal is not a signature. Only the people named on the cover sign this, and only by their own hand.
- A web address, riverasistersbakingco.com, was registered for you during this run. That is a real registration with a real registrar and it renews on their schedule, not ours. It has nothing to do with whether the company exists.

The order to do things in

- Read the whole packet. Every owner reads it, not one owner for everybody.
- Sign it. All 2 of you: Ana Rivera, Lucia Rivera. A packet signed by some of the owners is not the deal the packet describes.
- File the Certificate of Formation, Limited Liability Company (Form 205) with the Texas Secretary of State, yourself.
- Keep the signed packet. The agreement is the company's own record of who contributed what, and the law reads that record when the owners disagree.

If anything in this packet is wrong, do not sign it. A sealed packet can be thrown away and prepared again at no cost. A signed one is an agreement.