

LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement (the "Agreement") is made and entered into as of the _____ day of _____, 20_____, by and among the following parties:

General Partner:

Name: _____

Address: _____

Limited Partner(s):

Name: _____

Address: _____

RECITALS

WHEREAS, the parties desire to form a limited partnership (the "Partnership") under the laws of the State of _____, for the purposes set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. FORMATION

The parties hereby form a limited partnership pursuant to the laws of the State of _____, under the name of _____

_____ (the "Partnership"). The General Partner shall file a Certificate of Limited Partnership with the appropriate state authority to legally establish the Partnership.

2. PRINCIPAL OFFICE

The principal office of the Partnership shall be located at

_____, or at such other place as the General Partner may designate from time to time. The General Partner shall notify all Partners of any change in the principal office location within thirty (30) days of such change.

3. TERM

The Partnership shall commence on the date of this Agreement and shall continue until terminated as provided herein. The Partnership may be extended by mutual written consent of all Partners.

4. PURPOSE

The purpose of the Partnership is to _____ and to engage in any lawful business activities related thereto. The Partnership shall have the power to do all things necessary, convenient, or incidental to the accomplishment of its purposes.

5. CAPITAL CONTRIBUTIONS

a. General Partner Contribution: The General Partner shall contribute the sum of \$

_____ to the capital of the Partnership.

b. Limited Partner Contribution: Each Limited Partner shall contribute the sum of \$

_____ to the capital of the Partnership.

c. Additional Contributions: No Partner shall be required to make additional capital contributions without the unanimous written consent of all Partners.

6. ALLOCATION OF PROFITS AND LOSSES

Profits and losses of the Partnership shall be allocated among the Partners in proportion to their

respective capital contributions, unless otherwise agreed in writing by all Partners. Such allocations shall be made in accordance with Internal Revenue Code Section 704 and the applicable Treasury Regulations.

7. MANAGEMENT

The business and affairs of the Partnership shall be managed by the General Partner. The Limited Partners shall not participate in the management or control of the Partnership's business. The General Partner shall have the authority to make all decisions regarding the business of the Partnership, subject to any limitations set forth in this Agreement.

8. DISTRIBUTIONS

Distributions of cash or other assets of the Partnership shall be made to the Partners at such times and in such amounts as determined by the General Partner. All distributions shall be made in accordance with the Partners' respective interests in the Partnership.

9. TRANSFER OF INTERESTS

No Partner may transfer, assign, or sell their interest in the Partnership without the prior written consent of the General Partner. Any unauthorized transfer shall be void and of no effect. The General Partner shall have the right to approve or disapprove any proposed transfer in its sole discretion.

10. TERMINATION

The Partnership shall be dissolved and its affairs wound up upon the occurrence of any of the following events:

- a. The written consent of all Partners;
- b. The withdrawal, bankruptcy, or dissolution of the General Partner;
- c. Any other event causing dissolution under the laws of the State of

Upon dissolution, the General Partner shall proceed with the liquidation of the Partnership's assets and the distribution of the proceeds in accordance with the Partners' interests.

11. DEFAULT AND REMEDIES

In the event of a default by any Partner in the performance of their obligations under this Agreement, the non-defaulting Partners shall have the right to pursue any and all remedies available at law or in equity, including specific performance and damages.

12. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of _____ . Any disputes arising under this Agreement shall be resolved in the courts located in the State of _____ .

13. NOTICES

Any notice required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight courier service, to the addresses set forth above or to such other address as a party may specify by notice to the other parties.

14. SEVERABILITY

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be reformed to the minimum extent necessary to make it valid and enforceable.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements, understandings, and negotiations, whether written or oral, relating to the subject matter hereof.

16. AMENDMENTS

This Agreement may be amended only by a written agreement signed by all Partners. Any amendment must be in writing and signed by all Partners to be effective.

IN WITNESS WHEREOF, the parties have executed this Limited Partnership Agreement as of the date first above written.

GENERAL PARTNER:

Signature: _____ Date: _____

Print Name: _____

LIMITED PARTNER(S):

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

WITNESS:

Signature: _____ Date: _____

Print Name: _____

NOTARY PUBLIC:

State of _____

County of _____

On this _____ day of

_____, 20 _____,

before me, _____, a Notary Public in and for said state,
personally appeared _____, known to me to be the
person(s) whose name(s) is/are subscribed to the within instrument and acknowledged that
he/she/they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature: _____ Date:

Print Name: _____

My Commission Expires: _____