CAPITAL CALL DEED AND PARTNER FUNDING AGREEMENT

This Deed is made on the ______ day of ____________, 20____

BETWEEN THE PARTIES:

Partner A: ______________________________
Address: ______________________________
Email: ______________________________

Partner B: ______________________________
Address: ______________________________
Email: ______________________________

Partnership: ______________________________
Reg. Number: ______________________________
Governed by the Partnership Agreement dated: ______________________________

RECITALS

A. The Partners entered into a Partnership Agreement on the date specified above to carry out business activities under the Partnership.

B. The Partnership requires additional capital to fund its ongoing operations, capital expenditures, or specific projects.

C. The Partners have agreed to establish this formal mechanism for issuing capital calls and securing necessary partner funding.

1. DEFINITIONS AND INTERPRETATION

1. **"Capital Call"** means a request by the Partnership to the Partners to contribute additional capital in accordance with this Deed.
2. **"Capital Contribution"** means the total amount of money paid by a Partner to the Partnership in response to a Capital Call.
3. **"Call Notice"** means the written notice issued to the Partners requesting additional capital under Clause 2.
4. **"Funding Share"** means the proportion of the total requested capital that each Partner is obligated to contribute, which is based on their respective partnership interest:
   - Partner A: ______%
   - Partner B: ______%

2. CAPITAL CALL MECHANISM

1. If the Partnership requires additional funds, it may issue a written Call Notice to each Partner.
2. Each Call Notice must state:
   a. The total aggregate amount of capital being requested from all Partners;
   b. The specific Funding Share and exact payment amount required from the recipient Partner;
   c. The designated bank account of the Partnership to which the funds must be transferred;
   d. The due date for payment, which must not be less than _____ business days from the date the Call Notice is deemed received.

3. PARTNER FUNDING OBLIGATIONS

1. Each Partner shall, on or before the due date specified in the Call Notice, pay its respective Funding Share into the designated Partnership bank account in immediately available funds.
2. All Capital Contributions made pursuant to this Deed shall be credited to each Partner's respective capital account in the Partnership.

4. DEFAULT AND REMEDIES

1. If a Partner fails to pay any portion of its required Funding Share by the specified due date (the "Defaulting Partner"), the unpaid amount shall accrue interest at a rate of _____% per annum, calculated daily from the due date until full payment is received.
2. The non-defaulting Partner(s) may elect to:
   a. Advance the unpaid amount on behalf of the Defaulting Partner as a loan to the Partnership, which shall bear interest and be repayable from the Defaulting Partner's future distributions; or
   b. Adjust the Partnership interests of the Partners to reflect the adjusted ratio of total capital contributions made (dilution).

5. GOVERNING LAW AND JURISDICTION

1. This Deed and any dispute arising out of or in connection with it shall be governed by and construed in accordance with the laws of ____________________________.
2. The parties irrevocably submit to the exclusive jurisdiction of the courts of ____________________________.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Deed on the date first written above.

Signed as a Deed by Partner A:

____

Signature

____

Print Name

____

Title / Capacity

In the presence of Witness:

____

Witness Signature

____

Witness Print Name & Address

Signed as a Deed by Partner B:

____

Signature

____

Print Name

____

Title / Capacity

In the presence of Witness:

____

Witness Signature

____

Witness Print Name & Address