

NEW PARTNER CONSENT AND ADMISSION AGREEMENT

This New Partner Consent and Admission Agreement (the "Agreement") is entered into on this _____ day of _____, 20_____, by and among the existing partners of _____ (the "Partnership"), and the admitting partner.

RECITALS

WHEREAS, the Partnership is currently governed by that certain Partnership Agreement dated _____, 20_____, (the "Partnership Agreement"); and

WHEREAS, _____ (the "New Partner") desires to be admitted as a partner to the Partnership; and

WHEREAS, pursuant to the Partnership Agreement, the admission of a new partner requires the consent of the existing partners (the "Existing Partners"); and

WHEREAS, the Existing Partners desire to consent to the admission of the New Partner under the terms and conditions set forth herein.

NOW, THEREFORE in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONSENT AND ADMISSION

The Existing Partners hereby consent to the admission of the New Partner to the Partnership. Effective as of _____, 20_____ (the "Effective Date"), the New Partner is admitted as a partner of the Partnership and shall be entitled to all the rights and subject to all the obligations of a partner under the Partnership Agreement.

2. CAPITAL CONTRIBUTION AND OWNERSHIP INTEREST

Concurrently with the execution of this Agreement, the New Partner shall make a capital contribution of \$ _____ to the Partnership. As of the Effective Date, the New Partner's partnership interest and sharing ratio shall be _____%.

3. AGREEMENT TO BE BOUND

The New Partner hereby acknowledges receipt of a copy of the Partnership Agreement and agrees to accept, adopt, and be bound by all of the terms, covenants, conditions, and restrictions contained in the Partnership Agreement, as if the New Partner were an original signatory thereto.

4. AMENDMENT OF PARTNERSHIP AGREEMENT

The Partnership Agreement is hereby amended to reflect the admission of the New Partner and the updated capital contributions and partnership interests of all partners as set forth in Schedule A attached hereto.

5. REPRESENTATIONS AND WARRANTIES

The New Partner represents and warrants that they have the legal capacity and authority to enter into this Agreement and that execution of this Agreement does not violate any other contract or agreement to which they are a party.

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____,

without giving effect to any choice of law or conflict of law provisions.

7. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURES

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

EXISTING PARTNER:

Signature

Print Name: _____

Date: _____

EXISTING PARTNER:

Signature

Print Name: _____

Date: _____

EXISTING PARTNER:

Signature

Print Name: _____

Date: _____

NEW PARTNER:

Signature

Print Name: _____

Date: _____