PARTNERSHIP CAPITAL CALL AGREEMENT

This Partnership Capital Call Agreement (the "Agreement") is entered into as of __________________, 20______, by and among the partners (each a "Partner" and collectively the "Partners") of ____________________________________ (the "Partnership").

RECITALS

WHEREAS, the Partners have entered into a Partnership Agreement dated __________________, 20______ (as amended from time to time, the "Partnership Agreement"); and

WHEREAS, the Partners have determined that the Partnership requires additional capital to fund its operations, investments, or other financial obligations; and

WHEREAS, the Partners wish to establish the terms and conditions under which capital calls shall be made, contributed, and managed.

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 Partners agree as follows:

1. CAPITAL CALL AUTHORITY

The Partners hereby authorize capital calls to be made from time to time in accordance with the terms of this Agreement. The total aggregate amount of the current capital call is __________________ Dollars ($__________________) (the "Total Called Capital").

2. ALLOCATION OF CAPITAL CONTRIBUTION

Each Partner shall contribute their pro-rata share of the Total Called Capital based on their respective partnership interest percentage as set forth below:

1. Partner Name: ______________________________
Ownership Percentage: ____________%
Contribution Amount: $__________________
2. Partner Name: ______________________________
Ownership Percentage: ____________%
Contribution Amount: $__________________
3. Partner Name: ______________________________
Ownership Percentage: ____________%
Contribution Amount: $__________________
4. Partner Name: ______________________________
Ownership Percentage: ____________%
Contribution Amount: $__________________

3. METHOD AND DATE OF PAYMENT

Each Partner shall deliver its respective contribution amount in immediately available funds to the Partnership's designated bank account no later than __________________, 20______ (the "Due Date"). Payment shall be made via wire transfer or ACH to the following account:

Bank Name: ______________________________

Routing Number: ________________________
Account Number: ________________________

4. FAILURE TO CONTRIBUTE (DEFAULT)

If any Partner fails to contribute their required contribution amount on or before the Due Date, such Partner shall be deemed in default. The non-defaulting Partners may exercise any and all remedies available under the Partnership Agreement or applicable law, including but not limited to:

a. Dilution of the defaulting Partner's partnership interest;

b. Treating the unpaid amount as a loan from the non-defaulting Partners to the defaulting Partner, bearing interest at a rate of ______% per annum; or

c. Suspension of the defaulting Partner's distribution and voting rights.

5. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of ________________________, without regard to its conflict of laws principles.

6. 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. Electronic or facsimile signatures shall be deemed original signatures.

IN WITNESS WHEREOF, the Partners have executed this Partnership Capital Call Agreement as of the date first written above.

____

PARTNER SIGNATURE

Print Name: ________________________

Date: __________________

____

PARTNER SIGNATURE

Print Name: ________________________

Date: __________________

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PARTNER SIGNATURE

Print Name: ________________________

Date: __________________

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PARTNER SIGNATURE

Print Name: ________________________

Date: __________________