

DEED OF TRANSFER OF PARTNERSHIP INTERESTS

This Deed of Transfer of Partnership Interests (the "Deed") is made and entered into this _____ day of _____, 20_____, by and between:

Transferor: _____, residing at _____
(hereinafter referred to as the "Transferor"),

and

Transferee: _____, residing at _____
(hereinafter referred to as the "Transferee").

RECITALS

WHEREAS, the Transferor is a partner in _____ (the "Partnership"), a partnership established under the laws of _____, pursuant to a Partnership Agreement dated _____;

WHEREAS, the Transferor holds a _____ % partnership interest in the Partnership (the "Partnership Interest");

WHEREAS, the Transferor desires to transfer and assign all of their Partnership Interest to the Transferee, and the Transferee desires to accept and acquire said Partnership Interest, subject to the terms and conditions herein contained.

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

1. TRANSFER OF INTEREST

The Transferor hereby transfers, assigns, and sets over to the Transferee all of the Transferor's right, title, and interest in and to the Partnership, including but not limited to the Transferor's capital account, share of profits, losses, and the right to receive distributions from the Partnership.

2. CONSIDERATION

In consideration for the transfer of the Partnership Interest, the Transferee agrees to pay the Transferor the sum of _____ (_____), payable as follows: _____.

3. REPRESENTATIONS AND WARRANTIES

The Transferor represents and warrants to the Transferee that:

- a. The Transferor is the lawful owner of the Partnership Interest free and clear of all liens, encumbrances, charges, or security interests.
- b. The Transferor has full power, authority, and legal right to execute and deliver this Deed and to perform their obligations hereunder.
- c. The transfer of the Partnership Interest does not violate any provision of the Partnership Agreement, or any law, regulation, or order of any authority.

4. ASSUMPTION OF LIABILITIES

The Transferee hereby assumes all of the obligations, duties, and liabilities of the Transferor associated with the Partnership Interest arising on or after the date of this Deed, and agrees to be bound by all the terms, conditions, and provisions of the Partnership Agreement.

5. GOVERNING LAW

This Deed shall be governed by, and construed in accordance with, the laws of the State/Jurisdiction of _____.

6. BINDING EFFECT

This Deed shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the parties have executed this Deed of Transfer of Partnership Interests as of the date first above written.

TRANSFEROR:

Signature

Name: _____

TRANSFeree:

Signature

Name: _____

CONSENT OF REMAINING PARTNERS

The undersigned, being all of the remaining partners of the Partnership, hereby consent to the transfer of the Partnership Interest from the Transferor to the Transferee as set forth in this Deed, and agree to admit the Transferee as a partner in the Partnership.

Partner Signature

Name: _____

Partner Signature

Name: _____