JOINT VENTURE CAPITAL CALL AND FUNDING AGREEMENT

This Joint Venture Capital Call and Funding Agreement (the "Agreement") is entered into as of__________________, 20__________ (the "Effective Date"), by and between the following parties:

Party A: ______________________________________, organized under the laws of__________________, with its principal office located at ______________________________________ (hereinafter referred to as the "First Partner").

And Party B: ______________________________________, organized under the laws of__________________, with its principal office located at ______________________________________ (hereinafter referred to as the "Second Partner").

The First Partner and the Second Partner may individually be referred to as a "Partner" and collectively as the "Partners."

RECITALS

WHEREAS, the Partners have entered into a Joint Venture Agreement dated__________________, 20__________ (the "JV Agreement"), to establish and operate ______________________________________ (the "Joint Venture"); and

WHEREAS, from time to time, the Joint Venture requires additional capital funding to support its operations, development, and strategic initiatives; and

WHEREAS, the Partners wish to formalize the mechanism, terms, and conditions under which capital calls will be made, funded, and managed.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Partners agree as follows:

1. CAPITAL CALL MECHANISM

A. **Initiation:** If the Board of Directors or governing body of the Joint Venture determines that additional funds are required, it may issue a formal request for capital (a "Capital Call") to the Partners.

B. **Notice Requirements:** Any Capital Call must be made in writing and delivered to each Partner at least__________ business days prior to the date on which the payment is due (the "Funding Date").

C. **Content of Notice:** Each Capital Call Notice must specify:
   i. The total aggregate amount of capital being requested from all Partners;
   ii. The pro-rata share of capital expected from the recipient Partner, amounting to __________% for the First Partner and __________% for the Second Partner;
   iii. The designated bank account details for wire transfer;
   iv. The designated Funding Date; and
   v. The specific purpose for which the capital will be utilized.

2. FUNDING COMMITMENTS

A. **Obligation to Fund:** Each Partner shall contribute its respective pro-rata share of the required capital on or before the Funding Date specified in the Capital Call Notice.

B. **Method of Payment:** All payments made pursuant to a Capital Call shall be made in__________ currency by electronic wire transfer of immediately available funds to the bank account specified in the Capital Call Notice.

3. FAILURE TO FUND & DEFAULT REMEDIES

A. **Default Event:** If a Partner fails to contribute its entire pro-rata portion of a Capital Call by the designated Funding Date, such Partner shall be deemed in default (the "Defaulting Partner").

B. **Cure Period:** The Defaulting Partner shall have__________ business days from the Funding Date to remedy the default by contributing the missing capital plus interest accrued at a rate of__________% per annum.

C. **Non-Defaulting Partner Options:** If the default is not cured within the designated period, the non-defaulting Partner may elect to:

i. Advance the shortfall amount as a loan to the Joint Venture, bearing interest at __________% per annum, repayable prior to any distributions to the Defaulting Partner;

ii. Contribute the shortfall amount as additional equity, resulting in an immediate dilution of the Defaulting Partner's ownership interest in accordance with the formula specified in the JV Agreement; or

iii. Pursue any other legal or equitable remedies available under the governing law.

4. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, and construed in accordance with, the laws of ______________________________________. Any dispute arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts located in ______________________________________.

5. MISCELLANEOUS

This Agreement constitutes the entire understanding between the Partners regarding capital calls and supersedes any prior agreements or understandings. No amendment to this Agreement shall be effective unless made in writing and signed by authorized representatives of both Partners.

IN WITNESS WHEREOF, the Partners hereto have executed this Joint Venture Capital Call and Funding Agreement as of the Effective Date first written above.

FIRST PARTNER:	**SECOND PARTNER:**
______________________________________	______________________________________
By: ______________________________________	By: ______________________________________
Name: ______________________________________	Name: ______________________________________
Title: ______________________________________	Title: ______________________________________
Date: ______________________________________	Date: ______________________________________
______________________________________	______________________________________
Authorized Signature	Authorized Signature