PARTNER CAPITAL CALL AND FUNDING AGREEMENT

This Partner Capital Call and Funding Agreement (the "Agreement") is entered into as of ____________________, 20_____, by and among the undersigned partners (each a "Partner" and collectively the "Partners") of ____ (the "Partnership").

RECITALS

WHEREAS, the Partners have entered into that certain Partnership Agreement dated ____________________, 20_____ (as amended, the "Partnership Agreement"); and

WHEREAS, the Partnership requires additional capital to fund its ongoing operations, capital expenditures, or other business purposes as approved by the Partners; and

WHEREAS, the Partners desire to formally document the terms, conditions, and commitments associated with this specific capital call.

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. TOTAL CAPITAL CALL AND INDIVIDUAL CONTRIBUTIONS

The Partners hereby authorize a total capital call in the aggregate amount of $____________________ (the "Total Capital Call"). Each Partner shall contribute their respective pro-rata share of the Total Capital Call as set forth in the schedule below:

Partner Name	Ownership %	Contribution Share ($)	Funding Date
____	______________%	$______________	______________
____	______________%	$______________	______________
____	______________%	$______________	______________
____	______________%	$______________	______________

2. TERMS OF PAYMENT

Each Partner shall deliver its respective contribution share in immediately available funds via wire transfer or other mutually agreed payment method to the designated bank account of the Partnership on or before ____________________, 20_____ (the "Due Date").

Partnership Bank Account Details:

Bank Name: __________________________________
Routing Number: ___________________________
Account Number: ___________________________

3. FAILURE TO CONTRIBUTE

If any Partner fails to contribute its entire contribution share on or before the Due Date (a "Defaulting Partner"), such failure shall constitute a default under this Agreement and the Partnership Agreement. The non-defaulting Partners shall have the right, but not the obligation, to fund the deficiency in such proportions as they may agree. Any such funding of a deficiency may, at the election of the non-defaulting Partners, be treated as:

(a) A loan to the Partnership bearing interest at ________% per annum;
(b) An additional capital contribution resulting in a dilution of the Defaulting Partner's ownership percentage in accordance with the formulas set forth in the Partnership Agreement; or
(c) Any other remedy permitted under the Partnership Agreement or applicable law.

4. MISCELLANEOUS

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.

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

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

Partner Name: ________________________

____

Signature
Title:________________________

Date:________________________

Partner Name: ________________________

____

Signature
Title:________________________

Date:________________________

Partner Name: ________________________

____

Signature
Title:________________________

Date:________________________

Partner Name: ________________________

____

Signature
Title:________________________

Date:________________________