PARTNERSHIP INTEREST ASSIGNMENT AND TRANSFER AGREEMENT

This Partnership Interest Assignment and Transfer Agreement (the "Agreement") is entered into as of_________________, 20 _________, by and between:

ASSIGNOR: __________________________________, residing at __________________________________ (hereinafter referred to as the "Assignor"), and

ASSIGNEE: __________________________________, residing at __________________________________ (hereinafter referred to as the "Assignee").

RECITALS

WHEREAS, Assignor is a partner in__________________________________ (the "Partnership"), established under the laws of the State of_________________ pursuant to a Partnership Agreement dated _________________, 20_________ (the "Partnership Agreement"); and

WHEREAS, Assignor holds a _________% partnership interest in the Partnership (the "Partnership Interest"); and

WHEREAS, Assignor desires to assign and transfer all of its right, title, and interest in and to the Partnership Interest to Assignee, and Assignee desires to acquire and accept such Partnership Interest, subject to the terms and conditions set forth herein.

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

1. ASSIGNMENT AND TRANSFER

Assignor hereby sells, assigns, transfers, and conveys to Assignee all of Assignor's right, title, and interest in and to the Partnership Interest, including but not limited to, the Assignor's capital account, share of the profits and losses, the right to receive distributions of Partnership assets, and all other rights and privileges associated with the Partnership Interest.

2. PURCHASE PRICE AND PAYMENT TERMS

As consideration for the transfer of the Partnership Interest, Assignee shall pay to Assignor the total sum of $ _________________ (the "Purchase Price"), payable as follows: __________________________________.

3. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR

Assignor represents and warrants to Assignee that:

a. Assignor is the sole legal and beneficial owner of the Partnership Interest being transferred hereunder, free and clear of all liens, pledges, security interests, encumbrances, or claims of any kind.

b. Assignor has the full power, authority, and legal right to execute and deliver this Agreement and to perform its obligations hereunder.

c. The transfer of the Partnership Interest does not violate any provision of the Partnership Agreement or any other agreement, contract, or law to which Assignor is a party or by which Assignor is bound.

4. REPRESENTATIONS AND WARRANTIES OF ASSIGNEE

Assignee represents and warrants to Assignor that:

a. Assignee has read, understood, and agrees to be bound by all the terms, conditions, and covenants of the Partnership Agreement as a partner.

b. Assignee is acquiring the Partnership Interest for investment purposes only and not with a view to distribution or resale.

c. Assignee has the financial capacity and legal authority to acquire the Partnership Interest and perform its obligations under this Agreement and the Partnership Agreement.

5. INDEMNIFICATION

Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, liabilities, losses, damages, or costs (including reasonable attorneys' fees) arising out of or resulting from any breach of any representation, warranty, or covenant made by the indemnifying party in this Agreement.

6. GOVERNING LAW AND DISPUTE RESOLUTION

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. Any dispute arising out of this Agreement shall be resolved in the courts located in ______________________________________.

7. MISCELLANEOUS

a. **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

b. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions.

c. **Amendments:** This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both parties.

d. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Partnership Interest Assignment and Transfer Agreement as of the date first written above.

ASSIGNOR:

____

Signature

Print Name: ___________________

Date: ___________________

ASSIGNEE:

____

Signature

Print Name: ___________________

Date: ___________________

CONSENT OF REMAINING PARTNERS

The undersigned, being the remaining partners of the Partnership, hereby consent to the assignment and transfer of the Partnership Interest as described in this Agreement, and agree to the admission of the Assignee as a partner in the Partnership.

PARTNER:

____

Signature

Print Name: __________________

Date: __________________

PARTNER:

____

Signature

Print Name: __________________

Date: __________________