

PARTNER CAPITAL COMMITMENT AND FUNDING AGREEMENT

This Partner Capital Commitment and Funding Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and between:

Partnership: _____, a _____ organized and existing under the laws of _____ (hereinafter referred to as the "Partnership"),

and

Partner: _____, residing at/having its principal place of business at _____ (hereinafter referred to as the "Partner").

RECITALS

WHEREAS, the Partner is a partner of the Partnership pursuant to the Partnership Agreement dated _____ (as may be amended from time to time, the "Partnership Agreement"); and

WHEREAS, the Partnership requires capital to fund its ongoing operations, investments, and expenses; and

WHEREAS, the Partner has agreed to make a capital commitment to the Partnership and to fund such commitment upon receiving capital calls from the Partnership subject to the terms and conditions herein.

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 parties agree as follows:

1. CAPITAL COMMITMENT

- A. **Total Commitment:** The Partner hereby agrees to commit a total aggregate capital contribution of \$ _____ (the "Total Capital Commitment") to the Partnership.
- B. **Initial Contribution:** Concurrently with the execution of this Agreement, the Partner shall contribute an initial capital amount of \$ _____ to the Partnership.

2. CAPITAL CALLS AND FUNDING

- A. **Capital Call Notices:** The Partnership may, from time to time, issue written requests for funding (each, a "Capital Call Notice") to the Partner for any portion of the Partner's remaining uncalled Capital Commitment.
- B. **Form of Notice:** Each Capital Call Notice shall be delivered in writing and shall specify:
- The aggregate amount of capital being called from all partners;
 - The specific amount due from the Partner (the "Capital Call Amount");
 - The bank account of the Partnership to which the funds must be wired; and
 - The date by which such funds must be received (the "Due Date"), which shall not be less than _____ business days following the delivery of the Capital Call Notice.

3. DEFAULT AND REMEDIES

- A. **Failure to Fund:** If the Partner fails to fund the called capital amount in full on or before the designated Due Date, such failure shall constitute a "Funding Default" if not cured within _____ business days of receiving written notice of default.
- B. **Remedies:** Upon a Funding Default, the Partnership shall be entitled to pursue any and all remedies available under the Partnership Agreement, at law, or in equity, including but not limited to:
- i. Accrual of interest on the unpaid amount at a rate of _____ % per annum or the maximum rate permitted by law, whichever is lower;
 - ii. Reduction, dilution, or forfeiture of the Partner's partnership interest; or
 - iii. Suspension of the Partner's voting and distribution rights.

4. REPRESENTATIONS AND WARRANTIES

The Partner represents and warrants that they have the full power, authority, and legal capacity to enter into and perform their obligations under this Agreement, and that this commitment does not violate any other agreements or regulations to which the Partner is subject.

5. GOVERNING LAW AND JURISDICTION

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. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

6. ENTIRE AGREEMENT

This Agreement, together with the Partnership Agreement, constitutes the entire understanding between the parties regarding the subject matter hereof and supersedes all prior agreements, representations, or understandings.

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

THE PARTNERSHIP:

By: _____

Name: _____

Title: _____

Authorized Signature

Date: _____

THE PARTNER:

By: _____

Name: _____

Title: _____ (if applicable)

Partner Signature

Date: _____