

PARTNERSHIP ACCESSION AGREEMENT

This Partnership Accession Agreement (the "Agreement") is made and entered into this _____ day of _____, 20____ (the "Effective Date"), by and among:

EXISTING PARTNERS:

1. _____, residing at _____
2. _____, residing at _____
3. _____, residing at _____

(collectively referred to as the "Existing Partners"),

AND

NEW PARTNER:

_____, residing at _____
(hereinafter referred to as the "Acceding Partner").

RECITALS

- A. The Existing Partners are parties to a Partnership Agreement dated _____, 20____ (the "Partnership Agreement"), pursuant to which they operate a partnership under the name of _____ (the "Partnership").
- B. The Existing Partners have agreed to admit the Acceding Partner to the Partnership, and the Acceding Partner has agreed to join the Partnership and to be bound by the terms and conditions of the Partnership Agreement.

AGREEMENT

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. Accession to the Partnership

With effect from the Effective Date, the Acceding Partner is admitted as a partner in the Partnership. The Acceding Partner shall be bound by all the provisions of the Partnership Agreement as if the Acceding Partner had been an original signatory and party to the Partnership Agreement.

2. Capital Contribution

Upon execution of this Agreement, the Acceding Partner shall contribute to the capital of the Partnership the sum of \$ _____. This contribution shall represent a partnership share of _____%.

3. Allocation of Profits and Losses

As of the Effective Date, the profits and losses of the Partnership shall be shared among the partners in the following proportions:

- Existing Partner 1: _____%
- Existing Partner 2: _____%
- Existing Partner 3: _____%
- Acceding Partner: _____%

4. Representations and Warranties

The Acceding Partner represents and warrants that they have received a copy of the Partnership Agreement, have read and

understood its contents, and have had the opportunity to seek independent legal advice before executing this Agreement.

5. Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____.

6. Counterparts

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 parties hereto have executed this Partnership Accession Agreement as of the date first written above.

EXISTING PARTNERS

Signature

Name: _____

Signature

Name: _____

Signature

Name: _____

ACCEDING PARTNER

Signature

Name: _____