

LIMITED PARTNER CAPITAL CALL AND FUNDING DEED

THIS DEED OF AGREEMENT IS MADE ON _____

PARTIES

General Partner:

Address: _____

Limited Partner:

Address: _____

RECITALS

WHEREAS:

- A. The General Partner and the Limited Partner are parties to the Limited Partnership Agreement dated _____ (the "Agreement").
- B. Pursuant to the terms of the Agreement, the Limited Partner has committed to contribute capital to the Partnership as and when called upon by the General Partner.
- C. The General Partner has issued a Capital Call Notice to the Limited Partner, and the parties desire to formalize the funding commitment and payment terms under this Deed.

OPERATIVE PROVISIONS

1. Capital Call & Commitment

The General Partner hereby issues a formal call for capital, and the Limited Partner unconditionally agrees to fund the called amount specified below:

Total Committed Capital:	_____
Current Capital Call Amount:	_____
Remaining Uncalled Capital:	_____
Funding Due Date:	_____

2. Payment Terms

The Limited Partner shall wire transfer the Current Capital Call Amount in immediately available funds on or before the Funding Due Date to the following designated bank account of the Partnership:

Bank Name:	_____
Account Name:	_____
Account Number:	_____
Routing / SWIFT:	_____

3. Default and Remedies

If the Limited Partner fails to fund the Current Capital Call Amount by the Funding Due Date, such failure shall constitute a default under the Agreement. The General Partner shall be entitled to exercise any and all remedies available under the Agreement and applicable law, including but not limited to charging interest on the unpaid amount at a rate of _____ % per annum, forfeiture of interest, or reduction of the Limited Partner's share in the Partnership.

4. Representations and Warranties

The Limited Partner represents and warrants that it has all necessary power, authority, and capacity to execute and deliver this Deed and to perform its obligations hereunder, and that the funds used to satisfy the Capital Call are free and clear of all liens or restrictions and comply with all applicable anti-money laundering regulations.

5. Governing Law

This Deed shall be governed by, and construed in accordance with, the laws of _____, without regard to its conflict of law principles. Any dispute arising out of or in connection with this Deed shall be subject to the exclusive jurisdiction of the courts of _____.

IN WITNESS WHEREOF, the parties hereto have executed this Deed as of the date first written above.

SIGNED, SEALED AND DELIVERED

For and on behalf of the General Partner:

Authorized Signatory

Name: _____

Title: _____

SIGNED, SEALED AND DELIVERED

For and on behalf of the Limited Partner:

Authorized Signatory / Individual

Name: _____

Title: _____