PARTNERSHIP CAPITAL CONTRIBUTION AND FUNDING AGREEMENT

This Partnership Capital Contribution 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 a Partnership Agreement dated____________________, 20_____ (the "Original Agreement"); and

WHEREAS, the Partners have determined that the Partnership requires additional capital to fund its ongoing operations, capital expenditures, or other business activities; and

WHEREAS, the Partners desire to establish the terms, conditions, and procedures for making additional capital contributions and responding to capital calls.

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 CALL AUTHORITY

The Managing Partner(s) or a majority interest of the Partners shall have the authority to issue a call for additional capital contributions (each, a "Capital Call") at such times and in such amounts as they determine, in their sole discretion, to be necessary or appropriate for the conducting of the Partnership's business.

2. NOTICE OF CAPITAL CALL

Upon the determination that a Capital Call is required, the Partnership shall provide written notice (the "Capital Call Notice") to each Partner. The Capital Call Notice shall specify:

a. The total amount of additional capital being requested from all Partners;

b. The individual Partner's share of the Capital Call, calculated in accordance with their current partnership interest percentage;

c. The specific purpose for which the funds will be used; and

d. The date by which the contribution must be deposited into the designated Partnership account, which shall be no less than ______ business days from the date the Capital Call Notice is deemed delivered.

3. CONTRIBUTION SHARES AND LIMITS

Each Partner shall contribute their pro-rata share of the requested capital based on their respective partnership interest at the time of the call, as detailed below:

- Partner Name: __________________________________ | Share: _____________%
- Partner Name: __________________________________ | Share: _____________%
- Partner Name: __________________________________ | Share: _____________%

4. FAILURE TO CONTRIBUTE & REMEDIES

If any Partner fails to contribute their required share of the Capital Call within the specified timeframe (such Partner being a "Non-Contributing Partner"), the remaining Partners (the "Contributing Partners") may elect one or more of the following remedies:

a. **Advance as Loan:** A Contributing Partner may advance the unpaid amount on behalf of the Non-Contributing Partner. Such advance shall be treated as a loan from the Contributing Partner to the Non-Contributing Partner, bearing interest at______%

per annum, and shall be payable out of any future distributions from the Partnership to the Non-Contributing Partner.

b. **Dilution of Interest:** The partnership interests of the Partners shall be adjusted and diluted to reflect the updated capital account balances resulting from the additional contributions made by the Contributing Partners and the lack of contribution by the Non-Contributing Partner.

c. **Forfeiture or Reduction of Voting Rights:** The voting rights of the Non-Contributing Partner may be suspended or proportionally reduced until such time as the contribution, plus any applicable interest, is paid in full.

5. BANK ACCOUNT FOR DEPOSITS

All capital contributions made pursuant to this Agreement shall be transferred by wire transfer or ACH deposit into the following Partnership bank account:

Bank Name: ____________________
Account Name: ____________________
Routing Number: ________________
Account Number: ________________

6. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of the State of ____________, without giving effect to any principles of conflicts of law.

7. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties regarding capital calls and additional funding and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to the same subject matter.

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

PARTNER:

Signature: ________________

Print Name: ________________

Date: ________________

PARTNER:

Signature: ________________

Print Name: ________________

Date: ________________

PARTNER:

Signature: ________________

Print Name: ________________

Date: ________________