

NEW PARTNER JOINDER AGREEMENT

This Joinder Agreement (this "Agreement") is entered into as of _____, 20____, by and among _____ (the "Partnership") and _____ the undersigned _____ (the "New Partner").

RECITALS

WHEREAS, the Partnership is governed by that certain Partnership Agreement dated as of _____, 20____ (as amended, supplemented, or otherwise modified from time to time, the "Partnership Agreement"); and

WHEREAS, the New Partner desires to become a partner of the Partnership and to acquire certain partnership interests in the Partnership, and the existing partners of the Partnership have approved such admission of the New Partner.

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 hereto agree as follows:

1. **Agreement to be Bound.** The New Partner hereby acknowledges that they have received and reviewed a copy of the Partnership Agreement. The New Partner hereby agrees to become a party to, be bound by, and comply with all of the terms, conditions, covenants, and provisions of the Partnership Agreement as a Partner, with the same force and effect as if the New Partner were an original signatory thereto.
2. **Acquisition of Interest.** Upon the execution of this Agreement, the New Partner shall acquire _____ Capital Units representing a _____ % Capital Interest in the Partnership, in exchange for a capital contribution of \$ _____.
3. **Representations and Warranties.** The New Partner represents and warrants to the Partnership and the other partners that:
 - a. The New Partner has the full legal capacity, power, and authority to enter into and perform their obligations under this Agreement and the Partnership Agreement.
 - b. This Agreement constitutes a legal, valid, and binding obligation of the New Partner, enforceable against the New Partner in accordance with its terms.
4. **Address for Notices.** All notices, requests, demands, and other communications to the New Partner pursuant to the Partnership Agreement shall be sent to the address set forth below the New Partner's signature block.
5. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to principles of conflicts of law.
6. **Counterparts.** This Agreement may be executed in any number of 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 Joinder Agreement as of the date first written above.

THE PARTNERSHIP:

By: _____

Name: _____

Title: _____

THE NEW PARTNER:

Signature

Printed

Name:

Address:
