

PARTNERSHIP CAPITAL CONTRIBUTION AGREEMENT

This Partnership Capital Contribution 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 "Partnership Agreement"); and

WHEREAS, the Partners desire to formally document their respective initial and/or additional capital contributions to the Partnership and to establish their respective capital accounts and ownership percentages as of the date hereof;

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 Partners agree as follows:

1. CAPITAL CONTRIBUTIONS

Each Partner shall contribute to the capital of the Partnership the cash, property, or services described in the table below on or before _____, 20_____.

Partner Name	Description of Contribution (Cash/Property/Services)	Value (USD)	Partnership Interest (%)
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %
_____	_____	\$ _____	_____ %

2. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each Partner. The capital account of each Partner shall be credited with the value of the Partner's contribution as set forth in Section 1, and shall be adjusted further in accordance with the terms of the Partnership Agreement and applicable tax laws.

3. FAILURE TO MAKE CONTRIBUTION

If any Partner fails to timely provide their agreed-upon capital contribution as set forth in Section 1, the remaining Partners may, at their sole discretion, elect to:

1. Treat the failure as a default and pursue any legal or equitable remedies available under governing law;
2. Advance the remaining portion of the capital on behalf of the defaulting Partner, with such advance treated as a loan bearing interest at _____ % per annum; or
3. Adjust the Partnership Interests of the Partners to reflect the actual capital contributions made.

4. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of _____, without regard to its conflict of law principles.

5. ENTIRE AGREEMENT

This Agreement, together with the Partnership Agreement, constitutes the entire agreement among the Partners regarding capital contributions and supersedes all prior agreements, representations, or understandings, written or oral, relating to this subject matter.

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

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____