

# CAPITAL CONTRIBUTION DEED

This Capital Contribution Deed (the "Deed") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(the "Effective Date").

## BETWEEN:

- 
- \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as the "First Partner"); and
  - \_\_\_\_\_, residing at \_\_\_\_\_ (hereinafter referred to as the "Second Partner").

The First Partner and the Second Partner are collectively referred to herein as the "Partners" and individually as a "Partner."

## RECITALS:

---

WHEREAS, the Partners have entered into a Partnership Agreement dated \_\_\_\_\_ concerning the partnership venture known as \_\_\_\_\_ (the "Partnership"); and

WHEREAS, the Partners desire to formally record and covenant the terms, conditions, and amounts of their respective capital contributions to the Partnership as set forth herein.

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

---

1.1. Each Partner shall contribute to the capital of the Partnership the cash, properties, or services valued as set forth in the table below (the "Initial Capital Contribution") on or before \_\_\_\_\_.

Partner Name	Type of Contribution (Cash/Asset/Service)	Agreed Value (\$)	Ownership Percentage (%)
_____	_____	_____	_____
_____	_____	_____	_____

1.2. Title to any non-cash assets contributed as capital shall be transferred to the Partnership concurrently with the execution of this Deed, free and clear of all liens, charges, or encumbrances.

### 2. CAPITAL ACCOUNTS

---

2.1. An individual Capital Account shall be maintained for each Partner. Each Partner's Capital Account shall be credited with the value of their respective contribution as detailed in Section 1 of this Deed.

2.2. No Partner shall be entitled to withdraw any part of their Capital Account or to receive interest on their capital contribution except as expressly provided in the Partnership Agreement.

### **3. FAILURE TO CONTRIBUTE**

---

3.1. If any Partner fails to make their required capital contribution by the date specified in Section 1.1, such Partner shall be considered in default under this Deed.

3.2. In the event of default, the non-defaulting Partner(s) shall have the right to:

- a. Advance the unpaid amount on behalf of the defaulting Partner, which advance shall be treated as a debt due from the defaulting Partner to the advancing Partner, bearing interest at \_\_\_\_\_ % per annum; or
- b. Adjust the Partnership ownership percentages to reflect the actual capital contributions made by each Partner.

### **4. GOVERNING LAW AND JURISDICTION**

---

This Deed shall be governed by, construed, and enforced in accordance with the laws of \_\_\_\_\_. The Partners irrevocably submit to the exclusive jurisdiction of the courts of \_\_\_\_\_ for any dispute arising out of or in connection with this Deed.

### **5. MISCELLANEOUS**

---

5.1. This Deed 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.

5.2. No amendment or modification of this Deed shall be valid or binding unless expressed in writing and executed by all Partners.

IN WITNESS WHEREOF, the Partners have executed and delivered this Capital Contribution Deed as of the date first written above.

**First Partner:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of (Witness):

\_\_\_\_\_  
Witness Signature

Witness Name: \_\_\_\_\_

**Second Partner:**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Date: \_\_\_\_\_

In the presence of (Witness):

\_\_\_\_\_  
Witness Signature

Witness Name: \_\_\_\_\_