

PARTNERSHIP CAPITAL CONTRIBUTION AGREEMENT

(CAPITAL INFUSION)

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 entered into a Partnership Agreement dated _____, 20_____ (the "Partnership Agreement"); and

WHEREAS, the Partners have determined that the Partnership requires an additional infusion of capital to support its business operations, growth, or financial obligations; and

WHEREAS, the Partners have agreed to contribute additional capital to the Partnership under the terms and conditions 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 CONTRIBUTION

Each contributing Partner shall make an additional capital contribution (the "Capital Infusion") to the Partnership in the amount and form set forth below on or before _____, 20_____:

- a. **Partner Name:** _____
Contribution Amount: \$ _____
Form of Contribution (e.g., Cash, Property): _____
- b. **Partner Name:** _____
Contribution Amount: \$ _____
Form of Contribution (e.g., Cash, Property): _____
- c. **Partner Name:** _____
Contribution Amount: \$ _____
Form of Contribution (e.g., Cash, Property): _____

2. EFFECT ON CAPITAL ACCOUNTS AND PARTNERSHIP INTERESTS

Upon receipt of the Capital Infusion by the Partnership:

- a. The Capital Account of each contributing Partner shall be credited with the value of their respective contribution.
- b. The Partnership percentage interests of the Partners shall: *(check one)*
 - Remain unchanged.
 - Be adjusted as follows to reflect the new proportion of total capital contributions:

Partner Name	New Percentage Interest
_____	_____ %
_____	_____ %
_____	_____ %

3. FAILURE TO CONTRIBUTE

If any Partner fails to deliver their agreed-upon Capital Infusion by the due date specified in Section 1, the remaining Partners

may, at their sole discretion, elect to: cure the default by contributing the shortfall themselves (proportionately increasing their own interest); treat the failure as a default under the primary Partnership Agreement; or pursue any other remedies available under law or equity.

4. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of laws principles.

5. MISCELLANEOUS

All other terms, conditions, and provisions of the original Partnership Agreement, as previously amended, remain in full force and effect except as specifically modified by this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

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

Partner Name: _____

Partner Name: _____

Signature

Signature

Date: _____

Date: _____

Partner Name: _____

Partner Name: _____

Signature

Signature

Date: _____

Date: _____