PARTNERSHIP AGREEMENT

This Partnership Agreement (this "Agreement") takes effect on _____, 20____ (the "Effective Date"). It is made by the partners listed in Schedule A below (each a "Partner").

Kind of partnership (check one): [ ] general partnership; [ ] limited liability partnership (LLP), which must be registered with the state before its liability protection applies; [ ] joint venture for one project. This Agreement does not form a limited partnership.

1. FORMATION AND BUSINESS

Name: _____. Trade name (DBA), if any: _____. The Partnership will make any assumed-name filing the law requires.

Business purpose, or for a joint venture the single project: _____.

Principal place of business: _____.

Term (check one): [ ] until the Partners dissolve the Partnership; [ ] until _____; [ ] until the project is finished.

In a general partnership or joint venture, partners are generally liable jointly and severally for partnership debts. In a registered LLP, a partner is generally not personally liable for partnership debts just because it is a partner, but remains liable for its own wrongful acts.

2. CAPITAL CONTRIBUTIONS AND CAPITAL ACCOUNTS

Each Partner will make the contribution shown in Schedule A within 30 days after the Effective Date. Additional contributions (check one): [ ] always optional; [ ] required when the Partners call for them by majority vote; [ ] required only when all Partners agree. A separate capital account will be kept for each Partner. No Partner earns interest on a contribution or may withdraw it except as this Agreement provides.

3. PROFITS, LOSSES AND DISTRIBUTIONS

Profits and losses are shared (check one): [ ] in proportion to the Percentage Interests in Schedule A; [ ] equally. Available cash is distributed (check one): [ ] when the Partners approve; [ ] each quarter; [ ] each year, after reasonable reserves. No distribution may leave the Partnership unable to pay its debts.

Partner pay (check one): [ ] none; [ ] draws against profits; [ ] guaranteed payments, as follows: _____.

4. MANAGEMENT AND VOTING

Management (check one): [ ] all Partners manage together; [ ] _____ is the Managing Partner and runs day-to-day business. Each Partner has (check one): [ ] one vote; [ ] votes in proportion to its Percentage Interest. Ordinary decisions are made by majority vote. No Partner may commit the Partnership to a single expense over $_____ without a majority vote.

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These decisions need every Partner's written approval: amending this Agreement, admitting a new Partner, any act outside the ordinary course of business, and _____.

5. DUTIES, BOOKS AND TAXES

Each Partner will devote (check one): [ ] substantially all of its working time; [ ] the time the business reasonably needs. Partners owe each other the duties of loyalty, care and good faith, and may not compete with the Partnership while they are Partners.

The Partnership will keep accurate books, hold its money only in accounts in its own name, file all required tax returns, and give each Partner its tax information within 90 days after each year ends. Checks need the signature of (check one): [ ] any Partner; [ ] two Partners; [ ] the Managing Partner. Partnership representative for IRS purposes: _____.

6. NEW PARTNERS, WITHDRAWAL, DEATH AND BUYOUT

A new Partner may join only with every Partner's consent and must sign a joinder. No Partner may transfer its interest without every Partner's consent.

A Partner may withdraw on _____ days' written notice. If a Partner withdraws, dies, is disabled for 180 days in a row, or is expelled for serious misconduct (check one): [ ] the remaining Partners continue the business and the Partnership buys the departing Partner's interest; [ ] the Partnership dissolves unless the remaining Partners agree within 90 days to continue.

Buyout price (check one): [ ] value in the Partners' latest signed annual certificate; [ ] independent appraisal of fair market value; [ ] the departing Partner's capital account balance. Payment (check one): [ ] in full within 90 days; [ ] over _____ years in quarterly installments with interest at the applicable federal rate.

7. CONFIDENTIALITY AND COMPETITION

Each Partner will keep the Partnership's confidential information private during and after its time as a Partner. For _____ months after leaving, a departing Partner will not [ ] compete with the Partnership within _____; [ ] solicit its established customers or employees. Several states, including California, North Dakota, Oklahoma and Minnesota, sharply limit or void these restrictions. Check your state's law before using them.

8. DISPUTES AND DISSOLUTION

Disputes will be resolved (check one): [ ] in court; [ ] by mediation, then court; [ ] by mediation, then binding arbitration, in _____ County.

The Partnership dissolves on the written agreement of all Partners, the end of its term, the sale of substantially all its assets, or a court order. On winding up, assets go first to creditors, then to reserves, then to the Partners according to their positive capital account balances.

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9. GENERAL TERMS

The laws of the State of _____, including its partnership statute, govern this Agreement. This Agreement and Schedule A are the entire agreement among the Partners and can be changed only in a writing signed by all of them. If any part is unenforceable, the rest stays in effect. This Agreement may be signed in counterparts and electronically.

Additional terms: _____

10. SCHEDULE A: PARTNERS, CONTRIBUTIONS AND PERCENTAGE INTERESTS

Partner 1: _____, address _____. Contribution and agreed value: _____. Percentage Interest: ____%.

Partner 2: _____, address _____. Contribution and agreed value: _____. Percentage Interest: ____%.

Partner 3: _____, address _____. Contribution and agreed value: _____. Percentage Interest: ____%.

Partner 4: _____, address _____. Contribution and agreed value: _____. Percentage Interest: ____%.

The Percentage Interests total 100%.

SIGNATURES

Partner 1

Signature: _____ Date: _____

Printed Name: _____

Partner 2

Signature: _____ Date: _____

Printed Name: _____

Partner 3

Signature: _____ Date: _____

Printed Name: _____

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Partner 4

Signature: _____ Date: _____

Printed Name: _____

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