AMENDMENT TO PARTNERSHIP AGREEMENT

This Amendment to Partnership Agreement (this "Amendment") is made by the partners of _____ (the "Partnership") and takes effect on _____ (the "Effective Date").

1. BACKGROUND

The Partnership is a [ ] general partnership [ ] limited partnership [ ] limited liability partnership [ ] other: _____, organized under the laws of _____. It is governed by a partnership agreement dated _____, as amended by _____ (the "Partnership Agreement"). Capitalized terms not defined here have the meanings given in the Partnership Agreement. The partners wish to amend the Partnership Agreement as set out below.

2. THE PARTNERS

The partners on the date of this Amendment (each a "Partner") and, if this Amendment changes them, their percentage interests or profit and loss shares before and after the Effective Date:

1. _____ Current: _____% New: _____%

2. _____ Current: _____% New: _____%

3. _____ Current: _____% New: _____%

4. _____ Current: _____% New: _____%

3. CHANGES

Check each that applies:

[ ] New partner. _____, mailing address _____ (the "New Partner"), is admitted as a [ ] partner [ ] general partner [ ] limited partner on the Effective Date with a _____% interest, and will contribute _____ no later than _____ [ ] no contribution is required. The New Partner agrees to be bound by the Partnership Agreement as amended. As among the partners, the New Partner is not responsible for Partnership obligations incurred before the Effective Date, except that Partnership property remains available to pay them.

[ ] Percentage interests. From the Effective Date, each Partner's percentage interest is the "New" percentage above. Profit and loss shares [ ] follow the new percentages [ ] stay as the Partnership Agreement sets them. Capital accounts [ ] are not changed [ ] are adjusted as follows: _____.

[ ] Profit and loss sharing. From [ ] the Effective Date [ ] the start of the current tax year, to the extent the law allows [ ] the start of the next tax year, the Partners share [ ] profits and losses [ ] profits only [ ] losses only in the "New" percentages above. Distributions [ ] follow the new profit shares [ ] stay as the Partnership Agreement sets them.

[ ] Management and voting. [ ] Each Partner takes part in management [ ] _____ is the managing partner for the day-to-day business. Each Partner [ ] has one vote [ ] votes in proportion to percentage

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interest. Ordinary decisions need [ ] more than half [ ] two-thirds [ ] all of the votes. These actions need the consent of all Partners: _____.

[ ] Name or office. From the Effective Date, the Partnership's name is _____ and its principal office is _____.

[ ] Specific provisions. _____ of the Partnership Agreement is [ ] deleted and replaced with [ ] added as [ ] deleted in full: _____

_____ of the Partnership Agreement is [ ] deleted and replaced with [ ] added as [ ] deleted in full: _____

4. APPROVAL

This Amendment has been approved by [ ] all of the Partners [ ] the vote of the partners that the Partnership Agreement requires for an amendment, namely _____. The Partners signing below confirm that this approval was obtained.

5. GENERAL TERMS

Except as this Amendment changes it, the Partnership Agreement stays in full force and effect, and this Amendment controls in a conflict. This Amendment does not dissolve the Partnership and does not change any liability to creditors. It is governed by the law that governs the Partnership Agreement or, if none is chosen, the laws of the State of _____. If a court finds any part unenforceable, the rest stays in effect. This Amendment may be signed in counterparts and electronically.

Additional terms: _____

SIGNATURES

Partner

Signature: _____ Date: _____

Printed Name: _____

Partner

Signature: _____ Date: _____

Printed Name: _____

Partner

Signature: _____ Date: _____

Printed Name: _____

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New Partner (if any)

Signature: _____ Date: _____

Printed Name: _____

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