

FAMILY LIMITED PARTNERSHIP AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 19 _____, by, between, and among the General Partners whose names and addresses are set out in Schedule 1, attached hereto, (hereinafter referred to as the "General Partners"), and the Limited Partners whose names and addresses are set out in Schedule 2, attached hereto, (hereinafter referred to as the "Limited Partners").

I. Name and Business. The name of the partnership shall be

_____, (hereinafter referred to as the "Partnership"), and the principal office and place of business of the Partnership shall be at _____, City of _____, County of _____, State of _____. The parties hereby form a Limited Partnership pursuant to the provisions of the Partnership Laws of the State of _____ for the purpose of

The Partnership may enter into any other investments, ventures and business arrangements deemed prudent by the General Partners in order to achieve successful operations for the Partnership.

2. Term. The term of the Partnership shall begin on the

_____ day of _____, 19 _____, and shall continue until the _____ day of _____,

19 _____, unless terminated earlier as hereinafter

provided.

3. Contributions of General Partners. The General Partners

shall contribute to the Partnership capital the cash amount set opposite their names in the attached Exhibit "A".

4. Capital Contributions of Limited Partners. The Limited

Partners shall be gifted or contribute to the Partnership capital the cash amounts set opposite their names in the attached Exhibit "B".

5. Salaries, Drawings and Interest on Capital Contributions.

The General Partners shall receive the salaries as set out in Exhibit "D" which are determined to be reasonable compensation for services rendered the Partnership. Such salaries shall be paid prior to any distribution of net profits to the partners. The Limited Partners shall receive no salaries or any other compensation for services rendered the Partnership. No partner shall receive draws for services rendered on behalf of the Partnership in their capacity as partners, nor shall any partner receive any interest on his or her contribution to the capital of the Partnership.

6. Profits and Losses.

a. The net profits and losses of the Partnership shall be

divided and borne by each of the partners in the proportion to which the partners contributed capital. Such distribution of net profits shall be subsequent and without regard to salaries provisioned for in paragraph 5, subject, however, insofar as the Limited Partners are concerned, to the limitation of their liability to the amount of their individual investment, as therein

provided.

b. The fiscal year of the Partnership shall be the

calendar year. Notwithstanding anything to the contrary contained in subparagraph (a) of this paragraph, if in any fiscal year subsequent to December 31, 19____, Partnership net profits distributable among the Limited Partners are not equal to at least _____ (_____%) percent of the aggregate original cash contributions made to the capital of the Partnership by the Limited Partners, then the share of Partnership net profits distributable among the General Partners for such year shall be reduced to the extent of any such deficiency. This subparagraph shall be deemed null and void at and after such time as the Limited Partners shall have received aggregate total distributions from the Partnership, however arising, equal to 125% of the aggregate cash contributions made by the Limited Partners.

c. In determining the share of Partnership net profits to

which each partner shall be entitled, the Partnership profits shall be determined without taking into account any deduction for the following: (1)

depreciation, and (2) the regular accounting fees of the Partnership and any expenses relating to distributing Partnership profits. The foregoing regular accounting fees and distribution expenses shall be borne by, and charged against, the distributed profits share of the General Partners in the proportions set opposite their names in the attached Exhibit "C". All depreciation and other deductions shall be allocated among the partners in proportion to their cash capital contributions.

7. Sale of Assets. If any asset held by the Partnership is

sold, the net proceeds realized from such sale, shall be allocated in the proportion accas follows:

a. Each partner shall receive an amount equal to the cash

contributions made to the original capital of the Partnership as set forth in paragraphs 3 and 4 hereof.

b. The next _____ (_____%) percent, after the

allocations set forth in subparagraph (a) of this paragraph, shall be divided _____ (_____%) percent among the General Partners in the proportions set forth in paragraph 5(c) hereof, and _____ (_____%) percent among the Limited Partners in the proportions to which their capital contributions set forth in paragraph 4 hereof bear to each other.

8. Losses. The liability of any of the Limited Partners for

Partnership losses shall in no event exceed the aggregate amount of his or her contribution to the capital of the Partnership. Any losses in excess of such amount shall be borne solely by the General Partners, who shall share such losses in the proportions set forth in paragraph 5(c) hereof.

9. Management, Duties, and Restrictions.

a. General Partners. All General Partners are deemed to

be of sufficient maturity and experience to understand and take part in active management of the Partnership. The General Partners shall

have equal rights in the management of the Partnership business and each shall devote such time to the Partnership as shall be reasonably required for its welfare and success. Without the consent of the other General Partner(s), no General Partner shall, on behalf of the Partnership, borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, bond, or lease, or purchase or sell any property for or of the Partnership. No General Partner shall assign, mortgage, pledge, or sell his interest in the Partnership or in its capital assets or property, or without the consent of the other General Partner, enter into any agreement as the result of which any person shall become interested with him in the Partnership. No General Partner shall do any act detrimental to the best interests of the Partnership.

b. Limited Partners. No Limited Partner shall

participate in the management of the Partnership business. A Limited Partner shall have the right to withdraw his or her capital contribution upon the termination of the Partnership as provided herein; provided, however, that no part of the capital contribution of any Limited Partner shall be withdrawn unless all liabilities of the Partnership, except liabilities to partners on account of their contributions, have been paid or unless the Partnership has assets sufficient to pay them. Except as otherwise provided in paragraph 18 hereinafter, no Limited Partner shall have the right to demand or receive property other than cash in return for his or her contribution. No Limited Partner shall have priority over any other Limited Partner either as to contributions to capital or as to compensation by way of income. The Limited Partners consent to any decisions made on behalf of the Partnership by General Partners in their capacity as managers thereof.

10. Banking. All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the General Partners. All withdrawals therefrom are to be made upon checks jointly signed by the General Partners, the survivor of them, or by the General Partner or Agent designated by all the General Partners.
11. Conveyance. Any deed, bill of sale, mortgage, security agreement, lease, contract for sale and purchase, or other commitment purporting to convey or encumber the interest of the Partnership in all or any portion of any real or personal property, shall be jointly signed by the General Partners, or by the survivor of them.
12. Books. The Partnership shall maintain full and accurate books in its principal office, or such other place as shall be designated for such purpose by the General Partners, and all partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each fiscal year.

13. Sale, Assignment, or Transfer of Interest. No partner shall sell or assign his or her interest in the partnership without the prior written consent of all other partners or their guardian. Any sale or assignment by a partner shall be to parent, spouse, children or trustee.

14. Death, Retirement, or Insanity of a General Partner. Should a General Partner die, retire, divorce, become insane, or have a judgement entered against them in excess of ONE THOUSAND (\$1000.00) DOLLARS, that Partner's interest shall be terminated immediately. Said General Partner's interest in the Partnership shall be distributed on a pro-

rata basis among the remaining General Partners.

15. Death, Retirement, or Insanity of a Limited Partner. Should a Limited Partner die, retire, divorce, become insane, or have a judgement entered against them in excess of ONE THOUSAND (\$1000.00) DOLLARS, that Partner's interest shall be terminated immediately. Said Limited Partner's interest in the Partnership shall be distributed on a pro-

rata basis among the remaining Limited Partners.

16. Death of Limited Partner. The death of a Limited Partner shall not dissolve the Partnership or terminate the Partnership business.

17. Termination. The Partnership may be terminated by the General Partners prior to the end of its term, after at least 30 days' prior written notice by the General Partners to each of the Limited Partners. In such event, or upon the death, retirement, or insanity of a General Partner, the General Partners or the remaining General Partner(s) shall wind up and liquidate the Partnership by either or both of the following methods:

a. Selling the Partnership's assets and distributing the

net proceeds therefrom after the payment of Partnership liabilities to each partner in satisfaction of his or her interest in the Partnership.

b. Distributing the Partnership's assets to the Partners

in kind, each Partner accepting an undivided interest in the Partnership's assets, subject to its liabilities, in satisfaction of his or her interest in the Partnership.

Upon completion of the liquidation, the Partnership shall be deemed completely dissolved and terminated.

18. Distribution of Proceeds on Liquidation. The proceeds of liquidation shall be distributed, as realized, in payment of the liabilities of the Partnership in the following order: (a) to creditors of the Partnership; (b) to all of the Partners in respect of their capital accounts as determined pursuant to the provisions of this Agreement. The General Partners shall not be personally liable to the Limited Partners for any deficit in the Limited Partners' capital accounts or for the return of their contributions. In the event of a liquidating distribution of the Partnership's property in kind, the fair market value of such property shall be determined by an appraiser agreeable to the Partners and each Partner shall receive an undivided interest in such property equal to the portion of capital contributed.

19. Power of Attorney. Each of the Limited Partners constitutes and appoints the General Partners the true and lawful attorney for the undersigned, to make, execute,

sign, acknowledge, and file a Certificate of Limited Partnership or amendments thereto, and, upon termination of the Partnership, a Certificate of Dissolution, as required under the laws of this state, and also to make, execute, sign, acknowledge, and file such other instruments as may be required under the laws of this state. The General Partners are authorized to take title to the real property herein referred to and to execute any and all documents related thereto on behalf of the Partnership, whether or not a Certificate of Limited Partnership has been filed prior to the date of such acceptance of title or execution of such documents, and all of the parties hereto hereby

ratify and confirm any such action by the General Partners. The aforementioned General Partners shall convey the real property, herein before referred to, to the Partnership

upon the filing of a Certificate of Limited Partnership and the completion of any advertising and/or other requirements of the laws of this state.

20. Liability of General Partners. The General Partners shall not be liable for any action taken or omitted, which may result in loss or damage to the Partnership, if such action was taken or omitted in reliance upon the opinion of legal or other professional counsel for the Partnership.

21. Notices. All notices provided for in this Agreement shall be directed to the parties at the addresses hereinabove set forth and to the Partnership at its principal office by registered or certified mail.

22. Binding Effect. This Agreement shall be binding upon all the parties and their estates, heirs, or legatees.

23. Governing Law. This agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of _____. The parties herein waive trial by jury and agree to submit to the personal jurisdiction and venue of a court of subject matter jurisdiction located in _____ County, State of _____.

24. Agreement in Counterparts. This Agreement may be executed in several counterparts, all of which shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the parties are not signatory to the original or the same counterpart.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Signed, sealed and delivered in the presence of:

"GENERAL PARTNERS":

_____ Witness

Witness

_____ Witness

Witness

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Witness

Witness

"LIMITED PARTNERS":

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Witness

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SCHEDULE I

NAMES AND ADDRESSES OF GENERAL PARTNERS

SCHEDULE 2

NAMES AND ADDRESSES OF LIMITED PARTNERS

EXHIBIT "A"

CAPITAL CONTRIBUTIONS OF GENERAL PARTNERS

GENERAL PARTNERS	CONTRIBUTION
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EXHIBIT "B"

CAPITAL CONTRIBUTIONS OF LIMITED PARTNERS

LIMITED PARTNERS	CONTRIBUTION
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EXHIBIT "C"

PERCENTAGE OF FEES AND DISTRIBUTION COSTS CHARGED GENERAL PARTNERS

GENERAL PARTNERS	PERCENTAGE
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Exhibit "D"

SALARIES TO BE PAID THE GENERAL PARTNERS

GENERAL PARTNERS	ANNUAL SALARY
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