PARTNERSHIP AGREEMENT

This Partnership Agreement (the "Agreement") is made as of this __________, (the "Effective Date") by and between __________, located at __________, __________, __________ __________ ("__________") and __________, located at __________, __________, __________ __________ ("__________") (each, a "Partner" and collectively, the "Partners").

1. Partnership Name and Purpose. The Partners agree to form a partnership under the name of __________ (the "Partnership"). The Partnership will be governed in accordance with the laws of the State of __________. The Partnership has been formed on the terms and conditions set forth below to engage in the business of __________ and to engage in any and all other activities as may be necessary, related or incidental to carry on the business of the Partnership as provided herein.

2. Place of Business. The principal office of the Partnership will be located at __________, __________, __________ __________ or at such places as the Partners shall determine from time to time.

3. Partnership Term. The Partnership shall commence on the Effective Date and will continue until it terminates in accordance with the terms of this Agreement, unless terminated earlier in accordance with the terms of this Agreement.

4. Partners' Capital Contributions. The Partners will contribute capital to the Partnership.

The Partners' cash contribution will be:
The Partners' non-cash contribution and the value of the non-cash contribution will be:

5. Partners' Capital Accounts. The Partnership will establish and maintain for each Partner a separate capital account consisting of the Partner's capital contributions. A Partner may not withdraw any portion of capital from his or her capital account without the written consent of all Partners. Interest, at the rates and times as determined by the Partners, will be paid on the capital account of any Partner.

6. Profits and Losses. The net profits and losses of the Partnership will be divided according to the following percentages:

7. Partner's Income Accounts. The Partnership will establish and maintain a separate income account for each Partner. Each Partner's share of the Partnership profits and losses will be credited to or charged against his or her income account. If there is no positive balance in a Partner's income account, losses will be charged against his or her capital account. No interest will be paid on the income account of any Partner.

8. Partners' Salary and Drawings. Any salaries will not be charged against the Partners' capital accounts or the Partners' income accounts. The Partnership will distribute profits to Partners at the end of each year or at the times and in the amounts as determined by the Partners.