

LIMITED PARTNERSHIP AGREEMENT

NAMES OF GENERAL PARTNERS, referred to as GENERAL PARTNERS, and
NAMES OF LIMITED PARTNERS, referred to as LIMITED PARTNERS, agree:

That they herewith form a limited partnership under the laws of the state of STATE
WHERE FORMED, under the name of NAME OF LIMITED PARTNERSHIP.

The purpose of the partnership is to engage in the business of PURPOSE OF
PARTNERSHIP and to have all powers necessary or useful to engage in business
described. Without limitation this shall include the power to own, sell or lease property.

The principal place of business shall be ADDRESS OF PRINCIPAL PLACE F
BUSINESS.

The partnership term begins on the date of this Agreement and shall continue until
DATE PARTNERSHIP SHALL CEASE, when it shall dissolve under the terms of this
Agreement.

Each partner has contributed, or will contribute by LAST DATE FOR CAPITAL
CONTRIBUTIONS the amount shown next to their signature to this Agreement.

Limited partners shall not be required to contribute additional capital.

Each partner shall have a capital account that includes invested capital plus that partner's
allocations of net income, minus that partner's allocations of net loss and share of
distributions.

Net income and net loss shall be allocated as follows:

a. PERCENTAGE OF GENERAL PARTNERS INTEREST percent to the General
Partner.

b. PERCENTAGE OF LIMITED PARTNERS INTEREST percent to the Limited

Partners, according to their respective percentage ownerships interests.

Except as otherwise expressed stated in this Agreement, the General Partner shall manage the partnership business and have exclusive control over the partnership business, including the power to sign deeds, notes, mortgages, deeds of trust, contracts, leases, and direction of business operations.

The limited partners shall have all powers which may lawfully be granted to limited partners under the laws of the State of STATE WHERE FORMED.

Accounting

The partnership's tax or fiscal year shall be a calendar year. The General Partner shall make any tax election necessary for completion of the partnership tax return.

Assignment

No limited partners may assign, transfer, sell any interest in the partnership or any interest in partnership assets without the prior written approval of a majority of the partners voting by their respective capital contributions. Any assignment under this section which is approved by the general partners shall not cause the dissolution of the partnership.

This agreement may only be amended by the written agreement of all Partners.

This instrument contains the entire Agreement of the parties and any modifications shall be required to be in writing and signed by the parties affected by the modification, or who have the right to cause the change.

Dated: _____

Name & Address Capital Contribution Percentage Interest

