# **Real Estate Investment Partnership Agreement**

This Real Estate Investment Partnership Agreement ("Agreementâ€) is made and entered into on this day of , 20 ("Effective Dateâ€), by and between the following Partners:

- Partner 1: (the "Managing Partnerâ€)
- Partner 2:
- (Additional Partners, if any)

### 1. Name and Principal Place of Business

The name of the partnership shall be ("Partnershipâ€). The principal place of business shall be located at .

### 2. Purpose

The purpose of the Partnership is to acquire, own, develop, manage, lease, and sell real estate properties and to engage in any other lawful business related thereto.

### 3. Capital Contributions

Each Partner shall contribute capital to the Partnership as follows:

- Partner 1:
- Partner 2:
- · Additional Partners:

Additional contributions may be made with the consent of all Partners.

## 4. Percentage of Ownership

The Partners shall have the following ownership interests:

- Partner 1: %
- Partner 2: %
- Additional Partners: %

## 5. Management

The Managing Partner shall have primary responsibility for day-to-day operations. Major decisions must receive consent of Partners holding at least % of interests.

#### 6. Profits and Losses

Profits and losses shall be distributed to the Partners in proportion to their interests.

# 7. Meetings

Meetings of the Partners shall be held at such times as may be agreed upon by the Partners.

### 8. Banking

The funds of the Partnership shall be placed in such banks or institutions as decided by the Partners. All Partnership funds shall be used solely for Partnership business.

#### 9. Transfers of Interest

No Partner may transfer their interest in the Partnership without the consent of the other Partners.

#### 10. Dissolution

The Partnership shall be dissolved upon the occurrence of any of the following events:

- · Mutual agreement of the Partners,
- · Sale of all Partnership property,
- Any other event requiring dissolution by law.

Upon dissolution, assets and liabilities shall be distributed in accordance with the Partners' ownership interests.

#### 11. Miscellaneous

- 1. This Agreement constitutes the entire agreement among the Partners.
- 2. This Agreement may only be amended in writing and signed by all Partners.

# 12. Governing Law

Additional Partners:

This Agreement shall be governed by and construed in accordance with the laws of the State of .

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the Effective Date.	
Partner 1:	
Partner 2:	