## Made between the parties identified in Annex 1

**General partnership agreement**

**THIS DEED** is dated [date]

It is made on [date] between us, **The Partners,** whose full details are set out in Annex 1. We agree as follows:

# Definitions and interpretation

* 1. In this agreement:

**the Accountants**: the accountants specified in Annex 1 or other accountants as may from time to time be appointed in compliance with the terms of this agreement

**the Accounts Date**: the date in each year specified in Annex 1, or such other date decided on (in compliance with the terms of this agreement) as the date on which an accounting period is to end

**the Accounting Period**: the period for which the Partners decide that the accounts of the Partnership are to be made up

**the Accounting Standards**: all standards from time to time accepted by the accountancy profession as relevant to the preparation of partnership accounts including (but without limitation) the Generally Accepted Accounting Principles, all Statements of Standard Accounting Practice and all Statements of Recommended Practice

**the Act**: the Partnership Act 1890

**the Bank**: the bank specified in Annex 1, or such other bank that the Partners may appoint as the Partnership’s lead bank, in compliance with the terms of this agreement

**the Business**: the profession, trade or business specified in Annex 1 that is or is to be carried on by the Partnership

references to **capital** are references to all money or assets invested by the Partners in the Partnership in order to finance the Business

references to **capital accounts** are references to accounts in respect of each of the Partners, showing the balances of capital respectively belonging to them, in accordance with Clause 7

**the Cessation Date** in respect of any partner: the date of the death, retirement, deemed retirement or expulsion of that partner

**the Commencement Date**: the date specified in Annex 1

references to **current accounts** are references to the accounts in respect of each of the Partners, to be kept in compliance with Clause 8

references to **drawings** are references to (i) sums drawn by any partner on account of any anticipated profits of the Partnership (ii) any other sums paid, and/or (iii) the monetary equivalent of any assets applied for a Partner’s personal benefit by the Partnership, (other than for any such expenses as shall be specified in this agreement as being a general expense of the Partnership)

references to **holiday leave** are references to leave to be taken by Partners in compliance with Clause 12

**the Holiday Time**: the number of weeks (or) working days a year specified in Annex 1

references to **intellectual property** are references to all industrial and intellectual property rights now or subsequently owned by, or licensed to, the Partnership (including without limitation domain names, patents, trade marks and service marks (whether registered or unregistered), registered designs, unregistered designs and copyrights and any applications for any of the same), that are used in connection with the Business, and all know-how and confidential information so owned and used

**the Interest Rate**: the interest rate specified in Annex 1, which may be varied from time to time by the Partners by special resolution

references to **know-how** are references to all information (including that comprised in or derived from data disks, tapes, source codes, flow-charts, manuals and instructions) relating to the Business and the services provided by it

**the Notice Period**: the period specified in Annex 1 references to **a month** are references to a calendar month

**the Partners**: such of the persons whose names and addresses appear in Annex 1, who remain partners in the Partnership from time to time,

**the Partners Funds**: the aggregate of the Partners capital accounts, their current accounts, and any loans made by a partner to the Partnership

**the Partnership**: the Business as it is or is to be conducted by the Partners under the Partnership Name

**the Partnership Name**: the trading or practising name specified in Annex 1 or any additional name adopted for the trade or practice of the Partnership

**the Payment Period**: the period of years specified in Annex 1

**the Property**: the freehold or leasehold property that is, or is to be, occupied by the Partnership for the purposes of the Business, brief details of which are set out in Annex 1, and/or any additional or substituted property also occupied by the Partnership

**the Relevant Institution**: the professional body specified in Annex 1

**the Residual Assets**: the assets that may remain within the Partnership upon any winding up or dissolution of it, after payment of all third-party debts and liabilities, all sums due to partners in respect of their capital accounts, their current accounts, and any loans due to be repaid to them, and after the release to them of any tax reserves held for them,

**[the Retirement Age**: the age specified in Annex 1]

references to **a special resolution** are references to a resolution passed by not less than the Specified Majority of the Partners

**the Specified Majority**: not less than the number or percentage of the Partners specified in Annex 1

references to **tax** are references to any income tax, capital gains tax or national insurance contributions payable by any partner in respect of their status as a partner, or their share of the profits of the Partnership, or the proceeds from the disposal of any of the assets of the Partnership

references to **a working day** are references to any day from Monday to Friday inclusive, except for bank or statutory holidays

* 1. unless the context otherwise requires:
1. reference to any profits or losses of the Partnership includes a reference to profits and losses of a capital nature
2. reference to any statute or statutory provision includes a reference to that statute or provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments or orders made under it
3. words denoting the singular number only include the plural and vice versa
4. words denoting any gender include all genders and words denoting persons include firms and corporations and vice versa
5. reference to any clause, sub-clause, paragraph or annex is to a clause, sub-clause, paragraph or annex (as the case may be) of or to this agreement
6. reference to the death of a partner shall include reference to the dissolution, winding up or striking off of a corporate partner, and
	1. the headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this agreement.

# Commencement and duration

* 1. [The Partnership shall begin on the Commencement Date and the terms of this agreement shall from that date govern] OR [The Business having been for some time carried on by the Partners in Partnership, the terms of this agreement shall as from the Commencement Date be deemed to have governed] the affairs and operation of the Partnership.
	2. The Partnership shall carry on the Business and/or carry on other or additional trade, profession or business, on the basis set out in Clause 13.2(f).
	3. The Partnership shall endure until wound up (whether that winding up occurs as described in this agreement or according to the Act).

# Partnership Name

* 1. The Partnership may change the Partnership Name on the basis set out in Clause 13.2(c).
	2. If the Partnership Name is changed, the Partnership shall immediately notify this change to all authorities or regulatory bodies that may have any responsibility for the operation of the Business, and to all clients and customers of, and all suppliers of, goods and services to the Partnership.

# Property and place of business

* 1. The Partnership will run the business from the Property.
	2. The Property (or any term of years relating to the Property, where appropriate) and all items used for the purposes of the Business (or rights in them as appropriate), shall be vested in the Partnership. This includes all Intellectual Property and all computers and ancillary equipment, office equipment, furniture, books, stationery and other property and equipment in or about the Property.
	3. Where any part of the Property, or any item referred to in Clause 4.2, is currently vested in any one or more of the Partners individual names, that property and/or those items shall (unless there is a specific written agreement to the contrary) be held by the Partners in question in trust for the Partnership and the relevant Partner**[**s**].** Unless there is any other relevant and specific written provision, then by this agreement, the Partner(s) will indemnify those relevant individual Partners from and against all liability that may arise, either directly or indirectly, out of this vesting.

# Accounts

* 1. All Partners are responsible for ensuring that the affairs of the Partnership are properly accounted and that all accounts books are kept up to date.
	2. The Partnership’s books of account shall be:
		1. kept at the place(s) designated by the Partners from time to time and
		2. open to inspection by all Partners, who may take copies of all entries.
	3. The Partners appoint the Accountants as the accountants for the Partnership for the Partnership’s next accounting period.
	4. The Partners may decide, from time to time (and in accordance with any applicable statutory provisions), to:
		1. amend the Accounting Period and the Accounts Date,
		2. replace the Accountants with other accountants.
	5. A profit and loss account shall be taken in every year on the Accounts Date, and a balance sheet [taking no account of goodwill] shall be prepared in accordance with the Accounting Standards.
	6. The accounts identified at Clause 5.5 shall be:
		1. approved by the Partners,
		2. distributed in the form of copies of the approved version to all Partners, and
		3. binding on all Partners once approved, save that any Partner may request the rectification of any manifest error discovered in any such accounts within 3 months of receipt of a copy of the approved version of them.

# Banking arrangements

* 1. The bankers of the Partnership shall be the Bank and any other bank that the Partners may from time to time appoint as a subsidiary bank .
	2. The Bank may be replaced at any time by the Partners.
	3. All money, cheques and drafts received by or on behalf of the Partnership shall be paid promptly into the bank accounts of the Partnership. All securities for money shall be promptly deposited in the name of the Partnership with the appropriate bankers.
	4. All cheques drawn on, or instructions for the electronic transfer of money from, any account mentioned in this clause shall be in the name of the Partnership; they may only be drawn, or given, according to the mandate that is from time to time approved by the Partners and lodged with the Bank.

# Capital

* 1. All capital shall belong to the Partners jointly and be held by them in the proportions set out below.
	2. [At the Commencement Date, the Partners will hold capital in the relative proportions of the aggregate capital accounts held by the Partners, which is shown in the accounts of the practice previously carried on by the Partners, taken on the last working day before the Commencement Date.]
	3. On the Commencement Date, the Partners’ capital accounts shall be credited with the respective amounts of capital belonging to them on that date.
	4. At the relevant time, the Partners’ capital accounts shall be credited or debited with any share of any capital profit or loss belonging to, or to be borne, by them. That relevant time shall be when the item in question is paid or realised.
	5. The Partners’ ownership share of the Partnership’s total capital accounts is proportionate to their respective individual capital accounts.
	6. The Residual Assets at any time shall belong to the Partners in the proportions that at that time their respective [capital accounts bear to the total of all their capital accounts] OR [shares of entitlement to the residual profits of the Partnership bear to the total of such profits].
	7. The Partners shall be entitled to interest on their capital accounts at such a rate as agreed between them.

# Current accounts

* 1. Accounts shall be kept in respect of each of the Partners showing the amounts of:
		1. profit or loss (other than profit or loss of a capital nature) to be credited or debited to them in accordance with Clause 10,
		2. any drawings to be debited to them,
		3. any payments of or provisions for tax or releases of such provisions to be made in accordance with Clause 9.2, and
		4. any other credits or debits that the Accountants advise are of an annual and not of a capital nature.
	2. Once the accounts are approved in respect of any accounting period, the credit, or debit, balance of the current accounts of each partner for that accounting period shall be payable either to, or by, each of the Partners, by or to the Partnership, unless the Partners decide otherwise in compliance with Clause 13.2(d).

# Drawings

* 1. There shall be paid to each Partner such sum by way of regular drawings as the Partnership may decide from time to time.
	2. When taking the annual accounts (on the basis of Clause 5), the Partnership shall:
		1. reserve out of profits, before distribution, any amounts of tax estimated by the Accountants to be payable by partners during the next following accounting period, and each partner shall be charged with their due proportion of such tax, and
		2. release all or any part of any reserves made in any previous accounting period that the Accountants may advise are no longer necessary.
	3. The Partnership shall pay, for the benefit of each partner, the amounts of tax payable by that partner, provided that any refund of tax payable to any partner shall be paid by that partner to the Partnership, unless the refund is not related to the Partnership, for instance (but without limitation), the payment of a non-regular pension premium.
	4. If the annual accounts show that in the relevant accounting period, the aggregate of any drawings taken by any partner and the amounts of any tax reserved for that partner (net of any released reserves) were in excess of their share of the profits for that accounting period, then that partner shall repay the excess. Interest must also be paid on the excess, or such part of it as is from time to time outstanding. Interest will be paid at the Interest Rate and is payable by that partner from a date that is one month after receipt by him of the accounts, until the date of repayment.
	5. Each partner shall be entitled to payment by the Partnership of the balance (if any) of their actual share of any undrawn profits shown in the accounts for any accounting period, at any time after these accounts have been approved.

# Profits and losses

* 1. The profits and losses of the Partnership (including profits and losses of a capital nature) shall (unless the Partners from time to time unanimously agree to the contrary) be divided in the following proportions:

[insert details of your preferred profit division]

# Partners obligations and duties

* 1. Each partner shall at all times:
		1. devote to the Business (except during incapacity due to illness, injury or other substantial cause) [such time and attention as is necessary for the proper performance of their duties] OR [their full time and attention], and in the event of any breach of this sub-clause, the partner shall account to the Partnership for any profit derived by them from any activity giving rise to the breach)
		2. be just and faithful to the other partners and give them at all times full information and explanation of all matters relating to the Partnership,
		3. behave in a proper and responsible manner and use best skill and endeavour to promote the Business, and
		4. comply with all decisions of the Partnership that the terms of this agreement make binding on one or more partners.
	2. No partner shall at any time:
		1. (without the consent of the Partnership) derive any benefit from the use of the Partnership Name, or the property, or the business connection of the Partnership. (In the event of any breach of this sub-clause, the Partner shall account to the Partnership for any profit personally derived from the use in question),
		2. assign, mortgage or charge their share of the Partnership or any part of it, or allow it to be charged, or
		3. (without the consent of the Partnership) engage in any business other than the Business, or accept any office or appointment, and in the event of any breach of this sub-clause, the partner shall account to the Partnership for any profit personally derived from the business office or appointment in question.

# Holiday leave

* 1. Each partner shall be entitled in each calendar year to such number of weeks leave as shall be equal to the Holiday Time, or to such other period as the Partners may from time to time agree.
	2. Each partner shall give reasonable notice to the Partners of their intended dates of holiday leave and shall consider the requirements of the Partnership and other partners and employees who have already requested holiday.

# Management

* 1. Except for the matters listed in Clause 13.2, a simple majority vote of the Partners is required for any resolution of whatever nature to be passed at any Partners meeting.
	2. A special resolution of not less than the Specified Majority of the Partners for any of the following matters:
		1. the introduction of a new partner
		2. the opening or closing of any locations for the Business
		3. a change in the Partnership Name or the adoption of an additional trading name to be used by the Partnership
		4. an amendment to the provisions of Clause 8.2
		5. the expulsion of any partner (for which purpose the vote of the partner whose expulsion is being considered shall not be counted)
		6. a fundamental change to the nature of the business of the Partnership (whether in addition to or in substitution for the existing nature of the Business)
		7. a decision to dissolve the Partnership or
		8. a decision to amend this agreement.
	3. A written resolution that is signed as approved by the Partners shall be as valid as a resolution passed at a meeting of them.
	4. Minutes of all meetings of the Partners shall be kept.

# Limitations on partners authority

* 1. Except where authority to do so has been specifically delegated by the Partners, no partner acting alone shall:
		1. engage or dismiss any employee of the Partnership,
		2. (except in the ordinary course of the business of the Partnership and for its benefit) pledge the credit of the Partnership, or incur any liability, or lend any money on behalf of the Partnership,
		3. give any guarantee or undertaking on behalf of the Partnership, or
		4. compromise or compound or (except on payment in full) release or discharge, any debt or connected debts, due to the Partnership.
	2. No partner shall:
		1. knowingly cause or permit or suffer to be done anything that risks or causes the property of the Partnership to be confiscated or otherwise endangered;
		2. draw any cheque on any account of the Partnership that is not in accordance with the then current mandate in respect of that account; or
		3. divulge to any person any trade secret, or other confidential information, concerning the business investments or affairs of the Partnership, or any of its customers or clients, other than in the normal and ordinary course of business.
	3. Any partner in breach of the limitations imposed by this Clause 14 shall indemnify the other partners and keep them indemnified from and against all losses, damages, actions, proceedings, costs and expenses arising directly or indirectly out of the breach.

# Indemnity and expenses

* 1. The Partnership shall indemnify each partner from and against any claims, costs and demands arising out of payments made, or liabilities incurred, in the performance of the duties of a partner in the normal course of the operation of the Business, or in respect of anything necessarily done for the preservation of the Business, or the property, of the Partnership.
	2. Each partner shall be entitled to charge, and be refunded, all out-of-pocket expenses properly incurred in connection with the Business.

# [Cars

* 1. The Partnership shall provide cars for each of the Partners and pay all maintenance, repair, running, vehicle licence, fuel and insurance costs of each such car for the use of the Partners.]

# Retirement

* 1. If any partner gives to all the other partners, notice of a duration not less than the Notice Period, of their intention to retire from the Partnership, then on the Accounts Date next following the expiry of the notice, they shall retire from the Partnership, unless agreed otherwise by the Specified Majority.
	2. A partner shall be deemed to retire from the Partnership:
		1. on the next accounts date following the attainment by that partner of the Retirement Age;
		2. on the expiry of not less than one month’s notice requiring them to retire given to them by the other partners at a time when, by reason of illness, injury or other cause, they have been unable to perform their duties as a partner and has been so unable throughout the period of at least 12 months immediately preceding the service of the notice, or for an aggregate period of at least 12 months during the period of 24 months immediately preceding such service. However, a notice under this sub-clause shall be of no effect if, before it expires, the partner upon whom it has been served resumes their duties as a partner in a manner that is to the satisfaction of the other partners (in their unfettered discretion), and the Partnership then resolves to withdraw the notice; or
		3. directly, if they are served by the Partners with a written notice requiring their retirement at any time after they have become a patient within the meaning of the Mental Health Act 1983, section 94(2) or section 145(1).

# Expulsion

* 1. No motion to expel any partner under this clause can be passed other than at a Partners’ meeting of which not less than one weeks’ written notice (stating the proposal for expulsion) has been given to all partners, (including the partner it is proposed to expel), and the partner in question has had the right to speak at that meeting.
	2. If any partner:
		1. commits any grave breach or persistent breaches of this agreement
		2. has a bankruptcy order made against them
		3. fails to pay any money owing by them to the Partnership within 14 days of being requested in writing by the Partners to do so
		4. is guilty of any conduct likely to have a serious adverse effect upon the Business, or
		5. suffers their share in the Partnership to be subjected to a charging order under the Act
	3. then the Partners are entitled, by written notice given to them, to expel them immediately, or upon a subsequent date that they may specify.

# Provisions relating to death retirement, deemed retirement or expulsion

* 1. If any partner dies or retires, or is deemed to retire, or is expelled, on a date other than the Accounts Date, then:
		1. the partner in question shall not be entitled to receive any share of the profit of the Partnership from the Cessation Date, and
		2. the Partnership shall not be obliged to prepare any accounts other than the accounts that would normally be prepared at the next Accounts Date.
	2. In the absence of any extra accounts, the profits of the Partnership in the normal accounts for the accounting period in question shall be apportioned, on a time basis, in respect of the periods before and after the Cessation Date, for the purpose of ascertaining the entitlement of the partner in question.
	3. In the event of the death, retirement, deemed retirement or expulsion of any partner, there shall be due to that partner from the other partners, the amount of the Partners Funds belonging to that partner, as shown in the accounts as at the accounts date next following (or, if applicable, coinciding with) the Cessation Date, or if any cessation accounts are prepared notwithstanding, the provisions of Clause 19.1(b) at the Cessation Date.
	4. No partner shall be capable of dissolving the Partnership unilaterally by means of notice, and the Partnership shall not automatically be dissolved upon the death or bankruptcy of any partner, or upon any partner suffering their share in the Partnership to be charged under the Act.

# Payments following death, retirement, deemed retirement or expulsion

* 1. If any partner dies, retires, is deemed to retire or is expelled, or if any partner, being a body corporate, is dissolved, wound up or struck off, then the amount of that partner’s entitlement to the Partners Funds shall be paid by the other partners
		1. to the personal representatives of the deceased partner, or
		2. to the retiring or expelled partner, or
		3. to any trustee in bankruptcy or
		4. liquidator appointed in respect of the partner or
		5. to the Treasury Solicitor as the representative of the Crown
		6. by equal half yearly instalments over the Payment Period. The first such payment shall be due on the accounts date occurring next after the retirement, expulsion, dissolution, winding up or striking off takes effect, provided that the Partners shall be entitled to make such payments at any earlier time as they think fit, at their absolute discretion.
	2. If any partner is expelled, the amount of that partner’s entitlement to the Partners Funds shall be paid to them by the other partners within the period of one year from the effective date of expulsion.
	3. Upon the making of any payment under Clause 20.1 or 20.2, interest will also be payable at the Interest Rate on the balance then outstanding from the Cessation Date, or the date of the last such payment (as the case may be).

# Other provisions following retirement, deemed retirement or expulsion

* 1. If any partner (the Outgoing Partner) retires, is deemed to retire, is expelled or dies, the Outgoing Partner or (as relevant) their personal representatives, trustee in bankruptcy or liquidator shall:
		1. deliver to the Partnership immediately upon request and at the expense of the Outgoing Partner:
		2. all property belonging to the Partnership that is, or was, in the Outgoing Partners possession; and
		3. all books of account, records, letters and other documents relating to the Partnership that are, or were, in the Outgoing Partners possession, but during any subsequent period in which money is owed to the Outgoing Partner by the Partnership, the Outgoing Partner or their duly authorised agents shall be permitted to inspect the books of account, records, letters and other documents of the Partnership by appointment, in so far as they relate to any period preceding the Cessation Date, and
		4. sign and execute all relevant documents and deeds and carry out such acts as the Partnership may reasonably request, for the purpose of conveying, assigning or transferring to them any property or assets vested in the Outgoing Partner immediately prior to the Cessation Date.
	2. If the Outgoing Partner retires, is deemed to retire or is expelled, the Partners other than the Outgoing Partner (the Continuing Partners) shall at their expense:
		1. publish notice of the change in the Partnership in the London Gazette and in a newspaper circulating in the area of the Property; and
		2. give notice in writing of the change in the Partnership to all third parties who have in the last 12 months had any dealings with the Partnership (whether as suppliers to it or as clients or customers of it)
	3. and before doing so, shall use their reasonable endeavours to agree the terms of such notice with the Outgoing Partner.
	4. The Continuing Partners shall:
		1. pay and discharge all debts of the Partnership at the Cessation Date, except any debt or liability in respect of any claim arising from any fraudulent act of the Outgoing Partner, or from any negligent act or omission of the Outgoing Partner, to the extent that the same is not covered by insurance; and
		2. keep the Outgoing Partner and their estate indemnified against any of the Partnership debts and liabilities, except as above, and all actions, proceedings, costs, claims and demands in respect of them.

# Notices

* 1. Any notice given to a party under or in connection with this agreement shall be in writing and:
		1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
		2. sent by email to the address in set out below (or such other address as notified in writing by that party to the other):

a. [email addresses].

* 1. Any notice shall be deemed to have been received:
		1. if delivered by hand at the time the notice is left at the proper address;
		2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;
		3. if sent by email, at 9.00 am on the next Business Day after transmission.
	2. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

# Jurisdiction and Disputes

* 1. This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with English law.
	2. The parties agree to use their reasonable endeavours to resolve any dispute or claim arising out of or in connection with this agreement within 60 days by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
	3. Subject to Clause 23.2, the parties submit to the exclusive jurisdiction of the English courts in relation to any dispute or claim arising out of or in connection with this agreement.

# Entire agreement

* 1. This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between them, whether written or oral, relating to its subject matter.
	2. Each party agrees that it shall have no remedies in respect of any statement, representation or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

# Third parties

This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

* 1. This Deed has been signed by the parties hereto and takes effect on the date stated at the beginning of it.

**Annex 1 -**

The Partners:

Partner A: [NAME] of [ADDRESS] [initial contribution £...] [prior annual share of profit £...] [percentage of profits and losses ...%]

Partner B: [NAME] of [ADDRESS] [initial contribution £...] [prior annual share of profit £...] [percentage of profits and losses ...%]

Partner C: [NAME] of [ADDRESS] [initial contribution £...] [prior annual share of profit £...] [percentage of profits and losses ...%]

[continue as necessary]

## The Accounts Date: [date]

**The Accountants:** [NAME] of [ADDRESS]

**The Bank:** [NAME] of [ADDRESS]

**The** **Business:** [INSERT DETAILS]

**The Commencement Date:** [date]

**The Holiday Time: [**NUMBER] weeks (or) working days

## The Interest Rate: ...% [above] the base rate for the time being of a particular Bank]

## The Limit of Authority: ... thousand pounds (£...)

**The Notice Period:** [NUMBER] months

**The Partnership Name: [**NAME]

**The Payment Period: [**NUMBER] **years The Property: [**INSERT DETAILS]

## The Relevant Institution: [NAME]

**[The Retirement Age: [**NUMBER] **years]**

**The Specified Majority: [**NUMBER] OR [PERCENTAGE] **of the Partners**

Annex [(insert other annexes as required)]

Executed as a deed by [Name of partner]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:

Witness

Signature:

Name:

Occupation:

Address:

Executed as a deed by [Name of partner]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:

Witness

Signature :

Name :

Occupation :

Address :

Executed as a deed by [Name of partner]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:

Witness

Signature:

Name:

Occupation:

Address:

[COMPLETE FOR RELEVANT NUMBER OF PARTNERS]