**JOINT VENTURE AGREEMENT**

This Joint Venture Agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_ is entered into amongst the "initial Partners" specified in Article III, below.

WHEREAS, the individuals and entities executing this Joint Venture Agreement desire to establish their respective rights and obligations pursuant to the Florida Revised Uniform Partnership Act in connection with forming of this Partnership

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the individuals and entities executing this Joint Venture Agreement below agree as follows:

**ARTICLE I Definitions**

In this Joint Venture Agreement the following terms shall have the meanings set forth below:

(o) The "Act" shall mean the Florida Revised Uniform Partnership Act

(b) "Capital Account" and "Capital Accounts" shall have the meaning specified in this Joint Venture Agreement, below.

(c) "Capital Contribution" shall mean any contribution by a Partner to the capital of the Partnership

(d) "Code" shall mean the Internal Revenue Code of 1986, as amended, or any superseding federal revenue statute;

(e) Partnership shall refer to the association created by this Joint Venture Agreement.

(f) “Partnership Cash Flow” for any period means the excess, if any, of (A) the sum of (i) all gross receipts from any source for such period, other than from Partnership loans, Capital Transactions, and Capital Contributions, and (ii) any funds released by the Partnership from previously established reserves, over (B) the sum of (i) all cash expenses paid by the Partnership for such period, (ii) all amounts paid by the Partnership in such period on account of the amortization of the principal of any debts or liabilities of the Partnership (including loans from any Partner), (iii) capital expenditures of the Partnership, and (iv) a reasonable reserve for future expenditures as provided by Section 11.2; provided, however, that the amounts referred to in (B) (i), (ii), and (iii) above shall be taken into account only to the extent not funded by Capital Contributions, loans or paid out of previously established reserves. Such term shall also include all other funds deemed available for distribution and designated as Partnership Cash Flow by the Partners.

(g) “Partnership Refinancing Proceeds” means (i) the cash realized from the financing or refinancing of all or any portion of real property owned by the Partnership or other Partnership assets, less the retirement of any related mortgage loans and the payment of all expenses relating to the transaction and a reasonable reserve for future expenditures as provided by Section 11.2 and (ii) the Partnership’s allocable portion of cash realized by an entity in which the Partnership owns an interest from such entity financing or refinancing all or any portion of such entity’s assets, less the retirement of any related mortgage loans and the payment of all expenses relating to such transaction and a reasonable reserve for future expenditures as provided by Section 11.2.

(h) “Partnership Sales Proceeds” means (i) the cash realized from the sale, exchange, condemnation, casualty, or other disposition of all or any portion of real property owned by the Partnership or other Partnership assets, less the retirement of any related mortgage loans and the payment of all expenses relating to the transaction and a reasonable reserve for future expenditures as provided by Section 11.2 and (ii) the Partnership’s allocable portion of cash realized by an entity in which the Partnership owns an interest from the sale, exchange, condemnation, casualty, or other disposition of all or any portion of such entity’s assets, less the retirement of any related mortgage loans and the payment of all expenses relating to such transaction and a reasonable reserve for future expenditures as provided by Section 11.2.

(i) "Distribution" means any cash and other property paid to a Partner by the Partnership from the operations of the Partnership other than as compensation for services rendered (as reported to the IRS either as a "guaranteed payment" on Form 1065 or as compensation paid to an independent contractor on Form 1099).

(j) “Gains from Capital Transactions” means the gains realized by the Partnership as a result of or upon any sale, exchange, condemnation, or other disposition of capital assets of the Partnership or any entity in which the Partnership shall own an interest (which assets shall include Code Section 1231 assets and all real and personal property) or as a result of or upon the damage to or destruction of such capital assets.

(k) “Gross Asset Value” means, with respect to any asset, the asset’s adjusted basis for federal income tax purposes, except as follows:

* The initial Gross Asset Value of any asset contributed by a Partner to the Partnership shall be the gross fair market value of such asset, as determined by the contributing Partner and the other Partners, provided that, if the contributing Partner and other Partners cannot agree on the fair market value of a contributed asset, such determination shall be made by appraisal;
* The Gross Asset Values of all Partnership assets shall be adjusted to equal their respective gross fair market values, as determined by the Partners, as of the following times: (i) the acquisition of an additional interest in the Partnership (other than upon the initial formation of the Partnership) by any new or existing Partner in exchange for more than a de minimis Capital Contribution; (ii) the distribution by the Partnership to a Partner of more than a de minimis amount of property owned by the Partnership as consideration for an interest in the Partnership; and (iii) the liquidation of the Partnership within the meaning of Treasury Regulations Section 1.704-1(b)(2)(ii)(g); provided, however, that the adjustments pursuant to clauses (i) and (ii) above shall be made only if the Partners reasonably determine that such adjustments are necessary or appropriate to reflect the relative economic interests of the Partners in the Partnership;
* The Gross Asset Value of any Partnership asset distributed to any Partner shall be adjusted to equal the gross fair market value of such asset on the date of distribution as determined by the distributee and the other Partners, provided that, if the distributee and the other Partners cannot agree on the determination of the fair market value of the distributed asset, such determination shall be made by appraisal; and
* The Gross Asset Values of Partnership assets shall be increased (or decreased) to reflect any adjustments to the adjusted basis of such assets pursuant to Code Section 734(b) or Code Section 743(b), but only to the extent that such adjustments are taken into account in determining Capital Accounts pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m) and Section 6.11 hereof; provided, however, that Gross Asset Values shall not be adjusted pursuant to this subsection (d) to the extent the Partners determine that an adjustment pursuant to subsection (b) hereof is necessary or appropriate in connection with a transaction that would otherwise result in an adjustment pursuant to this subsection (d).
* If the Gross Asset Value of an asset has been determined or adjusted pursuant to subsection (a), (b), or (d) hereof, such Gross Asset Value shall thereafter be adjusted by the Depreciation taken into account with respect to such asset for purposes of computing Profits, Gains from Capital Transactions, or Losses.

(k) "Fiscal Year" shall mean the fiscal year of the Partnership, which shall be the year ending December 31;

(l) "Partnership Interests" shall mean with respect to the Partnership percentages of ownership of each Partner. The Partnership Interest of each Partner shall be based on the percentage of that Partner's Capital Account compared to total of all of the Capital Accounts for all of the Partners (including any additional Partners admitted after the adoption of this Joint Venture Agreement).

(m) "Partner" shall mean each person or entity specified as a Partner in Article III, below, and who executes this Joint Venture Agreement as a Partner and each person or entity who may hereafter become a Partner at a later date pursuant to the provisions contained herein.

(n) “Profit” and “Loss” means, for each taxable year of the Partnership (or other period for which Profit or Loss must be computed), the Partnership’s taxable income or loss determined in accordance with Code Section 703(a), with the following adjustments:

* all items of income, gain, loss, deduction, or credit required to be stated separately pursuant to Code Section 703(a)(1) shall be included in computing taxable income or loss; and
* any tax exempt income of the Partnership, not otherwise taken into account in computing Profit or Loss, shall be included in computing taxable income or loss; and
* any expenditures of the Partnership described in Code Section 705(a)(2)(B) (or treated as such pursuant to Regulation Section 1.704-1(b)(2)(iv)(i)) and not otherwise taken into account in computing Profit or Loss, shall be subtracted from taxable income or loss; and
* gain or loss resulting from any taxable disposition of Partnership property shall be computed by reference to the adjusted book value of the property disposed of, notwithstanding the fact that the adjusted book value differs from the adjusted basis of the property for federal income tax purposes; and
* in lieu of the depreciation, amortization, or cost recovery deductions allowable in computing taxable income or loss, there shall be taken into account the depreciation computed based upon the adjusted book value of the asset

(o) “Project” shall refer to the financing, construction, and sale of 5 single family housing units on the Property in accordance with the Development Plan attached hereto and labeled "Exhibit A"

(p) “"Property" shall refer to the real property described in Exhibit A which is owned by <<\*\*insert name entity holding title\*\*>>

(q) "Treasury Regulation(s)" mean regulations promulgated under the Code.

**ARTICLE II Organization**

2.1 Formation. The Partners do hereby form a partnership pursuant to the laws of the State of Florida in order for the Partnership to carry on the purposes for which provision is made herein.

2.2 Name. The name of the Partnership is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

2.5 Term. The term of the Partnership shall commence as of the date hereof and shall be terminated and dissolved upon the earliest to occur of: (i) the unanimous agreement of the Partners; (ii) the order of a court of competent jurisdiction; or, (iii) he completion and sale of all of the Houses and the payment of all Partnership debts and distribution of all net sale proceeds as provided for in this Agreement;

2.6 Purposes. The business of the Partnership shall be to undertake the Project which consists of the construction and sale of single family houses on the Property as is more particularly described in the "Development Plan" which is attached hereto and labeled "Exhibit A".

**ARTICLE III - Partners**

3.1 The names of the initial Partners are as follows: :

<<insert name>>

<<insert name>>

3.2 Additional Partners. A Person may be admitted as a Partner after the date of this Joint Venture Agreement upon the vote or written consent of Partners owning at least two-thirds of the total Partnership Interests in the Partnership. The admission of a new Partner is conditioned upon the the new Partner signing an agreement with the Partnership obligating him or her to comply with this Joint Venture Agreement.

3.3 Books and Records. The Partnership shall keep books and records of accounts and minutes of meetings of the Partners. Such books and records shall be maintained on a cash basis in accordance with this Joint Venture Agreement.

3.4 Information. Each Partner may inspect during ordinary business hours and at the principal place of business of the Partnership, the Joint Venture Agreement, the minutes of any meeting of the Partners and any tax returns of the Partnership for the immediately preceding three Fiscal Years.

3.5 Limitation of Liability. Each Partner's liability shall be limited as set forth in this Joint Venture Agreement the Act and other applicable law. A Partner shall not be personally liable for any indebtedness, liability or obligation of the Partnership, except that such Partner shall remain personally liable for the payment of his or her Capital Contribution.

3.6 Sale of All Assets. The Partners, upon two thirds majority vote, may approve the sale, lease exchange or other disposition of all or substantially all of the assets of the Partnership.

3.7 Priority and Return of Capital. No Partner shall have priority over any other Partner, whether for the return of a Capital Contribution or for Net Profits, Net Losses or a Distribution; provided, however, that this Section shall not apply to loan or other indebtedness (as distinguished from a Capital Contribution) made by a Partner to the Partnership.

3.8 Liability of a Partner to the Partnership. A Partner who rightfully receives the return of any portion of a Capital Contribution is liable to the Partnership only to the extent now or hereafter provided by the Act. A Partner who receives a Distribution made by the Partnership in violation of this Joint Venture Agreement or made when the Partnership's liabilities exceed its assets (after giving effect to such Distribution) shall be liable to the Partnership for the amount of such Distribution.

3.9 Financial Adjustments. No Partners admitted after the date of this Joint Venture Agreement shall be entitled to any retroactive allocation of losses, income or expense deductions incurred by the Partnership.

3.10. Compensation and Expenses. Except as may otherwise be stated in this Joint Venture Agreement, the Partners shall not receive any compensation from the Partnership for serving as Managers, but the Partnership will reimburse Partners for all expenses incurred by the Partners in connection with their service as Managers. Nothing contained in this Section is intended to affect the Partnership Interest of the Partners or the amounts that may be payable to the Partners by reason of their respective Partnership Interests.

3.11. Liability for Return of Capital Contribution. The Partners shall not be liable for the return of the Capital Contributions of the Partners and upon dissolution the Partners shall look solely to the assets of the Partnership.

3.12 - Actions by the Partners. The Partners may act by affirmative vote of a majority of the Partners taken at a meeting called upon five days written notice given to each Partner (which can be delivered by email).

**ARTICLE IV - Management**

4.1 Management Structure . The Partnership shall be managed by a Partner-Manager (the “Manager”) in accordance with the terms of this Agreement. The Manager shall have general responsibility for managing the business and internal affairs of the Partnership.

4.2 Appointment of Manager. Under the terms and conditions of this Agreement the Partnership hereby appoints [NAME OF MANAGER] as its initial Manager; and [NAME OF MANAGER] hereby accepts this appointment.

4.3 Project Approval Procedures: The Manager shall not have authority to under take a Project without first getting approval of all of the other Partners. To obtain such approval the Manager shall prepare a Project Plan and then have it agreed upon by all of the Partners prior to the undertaking of any proposed Project. The strategy for obtaining financing and the requirement (if any) for capital contributions shall shall be specified in the Project Plan. A Venturer may decline to agree upon a proposed Project without terminating this Joint Venture Agreement. The Project Plan for each proposed Project shall consist of two parts; a narrative and a pro-forma development budget.

4.3.1 he narrative portion of the Project Plan shall consist of a written description of all relevant aspects of the proposed Project including, but not limited to, the following items when relevant.

* the location of the Property,
* the strategy for acquisition of title to the property
* The name of the entity or entities that will singularly or jointly hold title to property being acquired.
* a statement as to the amount of capital contribution (if any) being made by either (or both) Venturers.
* a general description of the house or houses to be acquired (including the estimated square footage, number of bedrooms & bathrooms and the amenities)
* Financing strategy (including an identification of the Venturers which will required to execute construction loan agreements and guarantees)
* signature authority on the construction loan disbursement account
* an estimate of the sale price,
* the identify of the architect,
* the identify of the key contractors (or a description of the process for choosing the contractors),
* the duties of each Venturer
* identification of any Project related services to be provided by one or more of the Venturers (if any).
* the relevant time deadlines, and
* a description of any other relevant aspect of the proposed Project.

4.3.2 The pro forma development budget for each Project shall include a listing of all of the estimated hard and soft costs (including any fees to be paid to the Partners for Project related services that are to be provided). The intent of the Project Plan is to force the Parnters to agree on all aspects of a proposed new Project before work on the Project is undertaken.

4.3 The Manager shall be a natural person and shall be a Partner of the Partnership. The Partners may change these qualifications from time to time by the majority vote of the Partners.

4.4 The term of office of the Manager shall be indefinite, but shall terminate upon the earliest of the date of the Manager’s (a) death; (b) resignation as a Manager; (c) disability (as determined by the other Partners or in arbitration); or (d) removal as a Manager.

4.5 After the formation of the Partnership, each new Manager shall be appointed by the majority vote of the Partners.

4.6 A Manager may resign upon giving 14 days’ written notice of resignation to the other Partners. A Manager shall have no personal liability to the Partnership or to the other Partners because of the Manager’s resignation. However, the resignation shall not absolve the Manager from any liabilities to the Partnership or to the other Partners arising on or before the effective date of the resignation.

4.7 The Partners may, without liability, remove a Manager as a Manager at any time with or without cause by majority vote of the other Partners.

4.8 Manager's Titles: In performing management functions for the Partnership, the Manager may use the title “Manager” or any other title (including the title “president” or “chief executive officer”) that the Manager may determine from time to time.

4.9 Manager’s Exclusive Right to Sign Contracts. Subject to the limitations contained herein, b) and except to the extent of any delegation of the Manager’s management authority under permitted here, the Manager shall have the exclusive right, power and authority to sign contracts on behalf of the Partnership and otherwise to bind the Partnership with third parties.

4.9.1 Except with the majority vote of the other Partners, the Manager shall not bind the Partnership:

* In any matter or related series of matters (including contract matters) involving an aggregate financial commitment by the Partnership exceeding $\_\_\_\_\_\_; or
* In any matter outside the ordinary course of the Partnership’s business.

4.9.2 Manager’s Representations about the Partnership. Except with the majority vote of the other Partners, the Manager shall make no representation concerning the Companyu that is likely to have a material impact on the Partnership's business or reputation.

4.10 Manager's Access Records. For any purpose reasonably related to the Manager’s interests as a Manager (but only for such a purpose), the Manager shall, to the extent necessary or appropriate for the performance of the Manager’s duties and responsibilities under this Agreement and subject to the restrictions set forth herein, have the following rights with respect to books and records in the possession or control of the Partnership (“Partnership records”) and to information relating to or in the possession or control of the Partnership (“Partnership information”):

4.10.1 Access to Partnership Records . The Manager shall have access to all Partnership records and all Partnership information.

4.10.2 Copying and Use of Partnership Records, Etc. The Manager may copy and use any Partnership record or Partnership information.

4.10.3 Restrictions. The right of the Manager to access, obtain, copy and use Partnership records and information under Section 16.3(a) shall be subject (i) to the duty of confidentiality imposed by Section 19 of this Agreement; and (ii) to any applicable federal or state laws and regulations, including laws and regulations concerning the privacy of employee medical information.

4.10.4 Disclosure . Under appropriate terms of confidentiality, the Manager may disclose these records and this information to the other Partners and to third parties.

4.11 Delegation of Management Authority. With the unanimous vote of the other Partners, the Manager may, to the extent permitted by the Partnership and the Act, delegate the Manager’s management rights, power and authority from time to time to one or more officers or agents and may amend or terminate any such delegation.

4.12 Before or promptly after the Partnership begins its business activities, the Manager shall do the following:

(a) Tax Identification Numbers. The Manager shall obtain for the Partnership a federal tax identification number and any necessary state tax identification numbers

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(b) Bank Accounts. The Manager shall open any necessary bank accounts for the Partnership.

(c) Insurance. The Manager shall obtain on commercially reasonable terms insurance policies covering all reasonably foreseeable Partnership insurable risks.

(d) Miscellaneous. The Manager shall do all other things necessary or appropriate in connection with the commencement of the Partnership's business.

4.13 The specific functional responsibilities of the Manager to the Partnership shall be as set forth in the attached Exhibit A.

4.14 The compensation and fringe benefits to which the Manager shall be entitled under this Agreement shall be as set forth in the attached Exhibit A. The Partners shall review Exhibit A promptly after the end of each 12-month period during which the Manager is a Manager and shall amend the exhibit from time to time upon the majority vote of the Partners in order to take account of the Manager’s performance and other relevant factors.

4.15 Fiduciary Duty of Competence. The Manager shall owe a duty of care to the Partnership and to the other Partners. The standard of care shall be competence. The Manager shall be deemed to perform the Manager’s duties under this Agreement competently if the Manager performs them with the knowledge, judgment, skill, diligence, initiative and timeliness that an ordinarily competent person in a like position would use under similar circumstances.

4.16 Fiduciary Duty of Loyalty. In all matters arising under or relating to this Agreement or relating to the business and internal affairs of the Partnership, the Manager shall, except as expressly provided for herein , owe a fiduciary duty of loyalty to the Partnership and to the other Partners

4.17 Fiduciary Duty of Loyalty—Definition. For purposes of this Agreement, the Manager’s fiduciary duty of loyalty means the Manager’s fiduciary duty to act in a manner that the Manager reasonably believes to be in or not opposed to the best interest of the Partnership and of the other Partners.

4.18 Manager's Duty Not to Compete. In any geographical area where the Partnership is engaged in business or has definite plans (as evidenced by Partnership records) to engage in business, a Manager during the period of the Manager’s tenure as a Manager and until the second anniversary of the date on which the Manager ceases to be a Manager shall not directly or indirectly (whether in person, through an entity that the Manager partially or wholly owns or otherwise) do the following:

(1) Compete against the Partnership;

(2) Induce or seek to induce any other Partner or any employee of the Partnership to work for any other business; or

(3) Otherwise interfere or seek to interfere with the Partnership's business relations

The Manager acknowledges that the purpose, duration, geographical scope and other terms of the restrictions imposed on the Manager under this Section are reasonable. However, a Manager may take an action inconsistent this section if the Manager (i) discloses in advance to the other Partners all material facts concerning the action; and (ii) the other Partners approve the action in advance by majority vote of the disinterested Partners.

4.19 Fiduciary Duties with Regard to Business Opportunities: If, in performing management responsibilities for the Partnership, a Manager learns of a business opportunity that may be of material value to the Partnership (whether or not the opportunity may involve competition with the Partnership), the Manager shall promptly disclose the opportunity to the other Partners and shall not exploit it for the Manager’s personal benefit except in the following circumstances:

(a) Within \_\_ business days after receiving notice of it from the Manager, the other Partners decide by majority vote of the disinterested Partners that the Manager may exploit the opportunity; or

(b) After the disinterested Partners decide that the Partnership should exploit it:

(1) The Partnership fails to begin material implementation of this decision within \_\_ days after it is made; or

(2) The Partnership begins this implementation but fails to make meaningful efforts to continue it.

4.20 Manager's Fiduciary Duty Regarding Doing Business with the Partnership.

(a) Duty of Disclosure . The Manager shall not engage directly or indirectly in any

business transaction with the Partnership on the Manager’s own behalf or on behalf of any disclosed or undisclosed third party unless:

(1) The Manager makes full advance disclosure to the other Partners about the transaction; and

(2) The other Partners approve the transaction by majority vote of the disinterested Partners.

(b) Arm’s-length Terms . The terms of any business transaction permitted under this section shall be arm’s-length terms.

4.21 Manager's Duty to Avoid Improper Personal Benefit.

(a) Duty to Disclose Personal Benefits, Etc. If a Manager receives an improper personal benefit (as defined in Section 18.5(b)), the Manager shall promptly disclose this benefit to the other Partners and, except as provided in Section 18.5(c), shall promptly transfer it to the Partnership.

(b) Improper Personal Benefit – Definition. For purposes of this Agreement, an improper personal benefit shall mean a material amount of cash or anything else of material value:

(1) That a Manager receives from any third party (i) in connection with the Manager’s performance of the Manager’s responsibilities under this Agreement; or (ii) by reason of the Manager’s status as a Manager; and

(2) That, at the time of its receipt, is not approved as a benefit to the Manager under this Agreement.

(c) Conditions for Retention of Personal Benefits. A Manager may retain an otherwise improper personal benefit, and the benefit shall not be deemed to be improper, if the Manager is authorized to retain it by this Agreement or by majority vote of the disinterested Partners.

4.22 Manager's Fiduciary Duty in Using Partnership Property, Etc. - The Manager shall make no use of Partnership property, cash or services (including Partnership records, information or intellectual property) or of the Manager’s position as a Manager for any purpose except to benefit the Partnership unless:

(a) The Manager first advises the other Partners of the Manager’s intent to do so; and

(b) The other Partners approve the use by majority vote of the disinterested Partners.

4.23 Manager's Fiduciary Duty of Good Faith - In all matters relating to the business and internal affairs of the Partnership, the Manager shall act in good faith.

4.24 Manager's Fiduciary Duty of Confidentiality - In the absence of a final order to the contrary by a court or other governmental authority of competent jurisdiction, the Manager shall maintain in confidence all information relating to the Partnership and all information in the possession or control of the Partnership that is reasonably identified as confidential in the Partnership's records or that the Manager knows or reasonably should know requires confidentiality in the Partnership's best interest. This paragraph shall bind the Manager while the Manager is a Manager and permanently thereafter except with respect to confidential information that becomes publicly known through no fault of the Manager.

4.25 Manager’s Fiduciary Duty Of Disclosure - In connection with the Partnership's operation, dissolution and winding-up, the Manager shall, promptly after becoming aware of any information that is objectively material to the business or internal affairs of the Partnership, affirmatively disclose this information to the other Partners. This duty to disclose shall include:

(a) The disclosure of any relationship that the Manager may have or may come to have with any person that is likely to have a material adverse effect on the Partnership’s business or internal affairs; and

(b) The disclosure of any direct or indirect interest that the Manager may have or may come to have that is likely to have a material adverse effect on the Partnership’s business or internal affairs.

(c) For purposes of this Section 2.45, "relationships" shall include family, social, business and professional relationships, and interests shall include economic interests.

(d) A Manager may condition any disclosure made by the Manager under this Section 4.25 upon the other Partners’ signing a reasonable nondisclosure agreement.

(e) The Manager shall not be required to disclose any information under this Section 4.25 that is confidential under any federal or state law concerning individual privacy.

(f) If, after the Manager signs this Agreement, the Manager discovers (a) that any disclosure under this Section 4.25 was incomplete or erroneous when made or has become materially incomplete or erroneous or (b) that the Manager has failed to make any required disclosure under this Section 4.25, the Manager shall promptly so advise the other Partners, shall correct the error or incompleteness and shall make the disclosure or representation in question.

4.26 Manager's Fiduciary Duty of Good Faith and Fair Dealing - The Manager shall comply promises to act in good faith and to deal fairly with the other Partners. The Manager shall be deemed to have breached this covenant if, without reasonable justification, the Manager engages in conduct that defeats the reasonable expectations of the Partners under this Agreement with respect to issues not expressly addressed in the Agreement.

**ARTICLE V Capital Contributions**

5.1 Initial Capital Contributions: Each Partner has contributed or promises to contribute to the Partnership as their Initial Capital Contribution the value (in cash or property) set forth opposite each Partner's name as follows:

|  |  |
| --- | --- |
| <<insert name>> | $\_\_\_\_\_\_\_\_\_ |
| <<insert name>> | $\_\_\_\_\_\_\_\_\_ |

5.2 The initial Partnership Interest (expressed as a percentage of ownership in the Partnership) shall be based upon the initial Capital Contributions (stated in the previous subsection, provided, however, that such Initial Capital Contribution has actually be made rather than merely been promised) is be as stated in the following table:

|  |  |
| --- | --- |
| <<insert name>> | \_\_\_\_\_\_\_\_\_% |
| <<insert name>> | \_\_\_\_\_\_\_\_\_% |

5.3 The percentage of each Partner's Partnership Interests shall, from time to time, be adjusted to reflect the percentage of the total amount, in dollar value, of each Partners Capital Account compared to the total for all the Capital Accounts of all of the Partners.

5.4 The Capital Contributions required of additional Partners admitted after the adoption of this Joint Venture Agreement, and their respective Partnership Interest, shall be specified in writing at the time of such admission pursuant to an agreement with the Partnership.

5.5 Additional Contributions. Except as may otherwise be set forth in this Joint Venture Agreement no Partner shall be required to make any Capital Contribution.

**ARTICLE VI -Capital Accounts**

6.1. A Capital Account shall be established for each Partner and shall be credited with each Partner’s initial and additional Capital Contributions. All contributions of property to the Partnership by a Partner shall be valued and credited to the Partner’s Capital Account at such property’s Gross Asset Value on the date of contribution. All distributions of property to the Partner by the Partnership shall be valued and debited against the Partner’s Capital Account at such property’s Gross Asset Value on the date of distribution. Each Partner’s Capital Account shall at all times be determined and maintained pursuant to the principles of this Section and Treasury Regulations Section 1.704-1(b)(2)(iv). Each Partner’s Capital Account shall be increased in accordance with such Regulations by:

(i) The amount of Profits allocated to the Partner pursuant to this Agreement;

(ii) The amount of all Gains from Capital Transactions allocated to the Partner pursuant to this Agreement; and

(iii) The amount of any Partnership liabilities assumed by the Partner or which are secured by any Partnership property distributed to such Partner.

Each Partner’s Capital Account shall be decreased in accordance with such Regulations by:

(i) The amount of Losses allocated to the Partner pursuant to this Agreement;

(ii) The amount of Partnership Cash Flow distributed to the Partner pursuant to this Agreement;

(iii) The amount of Partnership Sales Proceeds and Partnership Refinancing Proceeds distributed to the Partner pursuant to this Agreement; and

(iv) The amount of any liabilities of the Partner assumed by the Partnership or which are secured by any property contributed by such Partner to the Partnership.

6.2 In addition, each Partner’s Capital Account shall be subject to such other adjustments as may be required in order to comply with the Capital Account maintenance requirements of Section 704(b) of the Code.

6.3 In the event that the Partners shall determine that it is prudent to modify the manner in which the Capital Accounts, or any debits or credits thereto (including, without limitation, debits or credits relating to liabilities that are secured by contributed or distributed property or that are assumed by the Partnership or the Partners), are computed in order to comply with such Treasury Regulations, the Partners may make such modification, provided that it is not likely to have a material effect on the amounts distributable to any Partner upon dissolution of the Partnership. The Partners also shall (i) make any adjustments that are necessary or appropriate to maintain equality between the Capital Accounts of the Partners and the amount of Partnership capital reflected on the Partnership’s balance sheet, as computed for book purposes, in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and (ii) make any appropriate modifications in the event unanticipated events might otherwise cause this Agreement not to comply with Treasury Regulations Section 1.704-1(b).

6.4 Return of Capital Contributions. Except as otherwise provided in this Agreement, and further subject to any relevant provision of the Act, no holder of a Partnership Interest shall have the right to receive any return of any Capital Contribution.

**ARTICLE VII - Allocations and Distributions**

7.1 Allocations of Profits and Losses. The Net Profits and the Net Losses for each Fiscal Year shall be allocated to each Partner in accordance with their respective Partnership Interest.

7.2 Distributions. All disbursements to Partners that are not loans or payments for services rendered that are a tax deductible operating expense for the Partnership shall be considered "distributions" and shall be reflected in the capital account of the Partner that is receiving it. Distributions shall be made only if there will be sufficient cash available after the distribution to meet the anticipated needs of the Partnership's business. Distributions shall not be made to a Partner if it will result in a negative capital account. The cash available for distribution shall be distributed to and allocated among the Partners at such time as the Partners shall determine, but at least annually, pro rata in proportion to their respective Partnership Interests as of the record date set for such distribution.

7.3 Offset. The Partnership may offset all amounts owing to the Partnership by a Partner against any Distribution to be made to such Partner.

7.4 Limitation Upon Distributions. No Distribution shall be declared and paid unless, after such Distribution is made, the assets of the Partnership are in excess of all liabilities of the Partnership.

7.5 Interest on and Return of Capital Contributions. No Partner shall be entitled to interest on his or her Capital Contribution or to a return of his or her Capital Contribution, except as specifically set forth in this Joint Venture Agreement.

7.6 Accounting Period. The accounting period of the Partnership shall be the Fiscal Year.

**ARTICLE VIII - Accounting, Records, and Taxation**

8.1 Records and Accounting. The books and records of the Partnership shall be kept, and the financial position and the results of its operations recorded, in accordance with generally accepted accounting principles. The books and records of the Partnership shall reflect all Partnership transactions and shall be appropriate and adequate for the Partnership's business. The fiscal year of the Partnership for financial reporting and for federal income tax purposes shall be the calendar year.

8.2 Access to Accounting Records. All books and records of the Partnership shall be maintained at any office of the Partnership or at the Partnership's principal place of business, and each Partner, and his, her, or its duly authorized representative, shall have access to them at such office of the Partnership and the right to inspect and copy them at reasonable times.

8.3 Annual Tax Information. The Partnership shall use its best efforts to deliver to each Partner within 90 days after the end of each fiscal year all information necessary for the preparation of such Partner's federal and state income tax returns. The Partnership shall also use its best efforts to prepare, within 90 days after the end of each fiscal year, a financial report of the Partnership for such fiscal year containing a balance sheet as of the last day of the year then ended, an income statement for the year then ended, a statement of sources and applications of funds, and a statement of reconciliation of the Capital Accounts of the Partners.

8.4 Accounting Decisions. All decisions as to accounting matters, except as otherwise specifically set forth in this Agreement, shall be made by the Partners. The Partners may rely upon the advice of their accountants as to whether such decisions are in accordance with accounting methods followed for federal income tax purposes.

8.5 Federal Income Tax Elections. The Partnership may make, but is not required to make, all elections for federal income tax purposes, including, but not limited to, the following:

a. To the extent permitted by applicable law and regulations, elect to use an accelerated depreciation method on any depreciable unit of the assets of the Partnership; and

b. In case of a transfer of all or part of the interest of any Partner, the Partnership may elect, pursuant to Sections 734, 743, and 754 of the Code to adjust the basis of the assets of the Partnership.

**ARTICLE IX - Transferability**

9.1. Death of a Partner. Upon the death of a Partner or person who is a trustee of a Partner and active in the business of the Partnership, the court appointed personal representative or executor of the deceased Partner shall give notice of the death to the Managers and to the other Partners. The notice shall include the personal representative's or executor's name and address for correspondence. The Partnership shall have one (1) year after the Partnership receives notice of the death of the Partner to purchase all of the interest owned by the deceased Partner. The Partnership shall use insurance proceeds received, if any, on the death of the Partner to purchase at least that portion of the Partnership Interest in the Partnership to the extent of the insurance proceeds received. To the extent possible, the Partnership shall cause any proceeds of insurance on the life of the deceased Partner in which the Partnership is the beneficiary, to be paid directly from the insurance company to the deceased Partner's estate or trust upon execution and delivery to the Partnership of the assignment by the personal representative (or executor) of all rights to the deceased Partner's Partnership Interest to the Partnership. The Partnership shall pay to the deceased Partner the balance of the purchase price as provide in Article 10

.

9.2 Option to Purchase Interest in the Event of Divorce of a Partner. In the event that interests in the Partnership are transferred to the spouse of a Partner in a legal separation agreement or upon dissolution of marriage the former spouse ("**Former Spouse**") of the Partner whose marriage is being dissolved (the "**Divorcing Partner**") shall give notice to the Managers and to the other Partners. The notice shall be given within thirty (30) days of the date the transfer to the former spouse becomes effective. The following options shall then apply:

A. The Divorcing Partner. For ninety (90) days after the Divorcing Partner gives notice of the transfer to the Former Spouse, the Divorcing Partner shall have the option to purchase all or part of the interest owned by the Former Spouse upon the legal separation or dissolution of marriage at the price and on the terms provided in Article 8.

B. The Partnership. If the Divorcing Partner does not exercise the option to purchase all of the interest under the terms of Section 7.3A for ninety (90) days after the expiration of the Divorcing Partner's option or notice of the divorcing spouse's intention not to exercise the option as to all or part of the interest, whichever occurs earlier, the Partnership shall have an option to purchase all or part of the remaining interest owned by the former spouse at the price and on the terms provided in Article 8.

C. Other Partners. If the Partnership does not exercise its option to purchase all of the interest under Section 7.3A for thirty (30) days after expiration of the Partnership's option or notice of the Partnership's intention not to exercise the option as to all or part of the interest, whichever occurs earlier, the other Partners shall have the option to purchase all of the remaining interest owned by the former spouse at the price and on the terms provided in Article 8. Those Partners electing to purchase the remaining interest shall do so in proportion to their share ownership, or as they shall otherwise agree.

D. Exercise of Option. Notice of the exercise of the option provided by Section 7.3A or intent not to exercise the option shall be given to the Managers, the remaining Partners and the Former Spouse during the term of the option period. Notice of the exercise of the option provided by Section 7.3B or 7.3C or intent not to exercise the option shall be given to the former spouse and the other Partners during the term of the option period. Notice of the exercise of the option provided by Section 7.3D shall be given to the Former Spouse during the term of the option period.

E. Failure to Exercise Option. If the Partnership or the remaining Partners do not exercise the options provided by Section 7.3 as to all of the interest offered, then the Former Spouse shall retain the interest not purchased.

9.3 Option to Purchase Interest in the Event of Bankruptcy of a Partner. In the event of the bankruptcy of a Partner, such Partner (the "Bankrupt Partner") shall give notice of such bankruptcy to the Managers and to the other Partners. The notice shall be given within ten (10) days of the bankruptcy. For the purposes of this Agreement, the term "bankruptcy" shall have the meaning set forth in Article 1. The following options shall then apply:

A. The Partnership. For ninety (90) days after the Partnership receives notice of such bankruptcy, the Partnership shall have an option to purchase all or part of the interest owned by the Bankrupt Partner at the price and on the terms provided in Article 8.

B. Other Partners. If the Partnership does not exercise its option to purchase all of the interest under Section 7.04A, for thirty (30) days after expiration of the Partnership's option or notice of the Partnership's intention not to exercise the option as to all or part of the interest, whichever occurs earlier, the other Partners shall have an option to purchase all of the remaining interest owned by the Bankrupt Partner at the price and on the terms provided in Article 8. Those Partners electing to purchase the remaining interest shall do so in proportion to their share ownership, or as they shall otherwise agree.

C. Exercise of Option. Notice of the exercise of the option provided by Section 7.4A or intent not to exercise the option shall be given to the Bankrupt Partner and the other Partners during the term of the option period. Notice of the exercise of the option provided by Section 7.3B shall be given to the Bankrupt Partner during the term of the option period.

D. Failure to Exercise Option. If the Partnership or the remaining Partners do not exercise the options provided by Section 7.4 as to all of the interest offered, the Bankrupt Partner shall retain the interest not transferred subject to the rights of a trustee in bankruptcy.

9.4. Option to Purchase Interest in the Event of Notice of Proposed Sale to a Third-Party Purchaser. If a Partner desires to sell the Partner's interest in the Partnership to a Third‑Party Purchaser the Partner shall first give notice stating that desire to the Managers and to the other Partners ("**Notice Of Proposed Sale**"). The Notice Of Proposed Sale shall state the identity of the Third‑Party Purchaser, the interests to be sold, and the price in United States dollars and terms for which the Partner intends to sell the interest. The following options shall then apply:

A. The Partnership. For ninety (90) days after the Partnership receives the Notice Of Proposed Sale, the Partnership shall have an option to purchase all or part of those interests at the price and on the terms provided in Article 8 or the price stated by the third party purchaser if less.

B. Other Partners. If the Partnership does not exercise its option to purchase all of the interest under Section 9.4A, for thirty (30) days after expiration of the Partnership's option or notice of the Partnership's intention not to exercise the option as to all or part of the interest, whichever occurs earlier, the other Partners shall have an option to purchase all of the remaining interest subject to the option at the price and on the terms provided in Article 8 or the price stated by the third party purchaser if less. Those Partners electing to purchase the remaining interest shall do so in proportion to their share ownership, or as they shall otherwise agree.

C. Exercise of Option. To exercise an option provided by Section 9.4A or 9.4B, notice of the exercise of the option shall be given to the selling Partner and the other Partners during the term of the option period.

D. Failure to Exercise Option. If the Partnership or the remaining Partners do not exercise the options provided by Section 9.4 as to all of the interest offered, then the selling Partner may transfer the interest described in the Notice Of Proposed Sale to the Third‑Party Purchaser at the price and upon the terms specified therein at any time within ninety (90) days from the date of the Notice Of Proposed Sale subject to the federal and state securities laws governing resale of securities

9.5. Transfer of a Security Interests. Upon request of any lender, a Partner shall grant a security interest in a Partner's Partnership Interest in the Partnership to a bank or lender for the purpose of securing or guaranteeing such bank or lender's loan to the Partnership.

9.6. Substitution of Partners. A transferee of a Partnership Interest shall have the right to become a substitute Partner only if (i) the consent of a majority interest of the Partners and the Managers is obtained, (ii) securities and tax requirements hereof are met, (iii) such person executes an instrument satisfactory to the Managers accepting and adopting the terms and provisions of this Agreement, and (iv) such person pays any reasonable expenses in connection with the person's admission as a new Partner.

9.7. Effective Date of Permitted Transfers. Any permitted transfer of all or any portion of a Partnership Interest shall be effective upon the date of the transfer instrument. The Managers shall provide the Partners with written notice of such transfer as promptly as possible. Any transferee of a Partnership Interest shall take the Partnership Interest subject to the restrictions on transfer imposed by this Agreement.

9.8. Rights of Legal Representatives. If a Partner who is an individual dies or is adjudged by a court of competent jurisdiction to be incompetent to manage the Partner's person or property, the Partner's executor, administrator, guardian, conservator, or other legal representative may exercise all of the Partner's rights for the purpose of settling the Partner's estate or administering the Partner's property, including any power the Partner has under the articles or this Agreement to give an assignee the right to become a Partner. If a Partner is a corporation, trust, or other entity and is dissolved or terminated, the powers of that Partner may be exercised by the Partner's legal representative or successor, until the sooner of (i) such Partner is dissolved or terminated, or (ii) such Partner assigns all of the Partner's interest to another.

9.9. No Effect to Transfers in Violation of Agreement.

A. Upon any purported transfer of a Partnership Interest in violation of this Article 9. the transferee shall not have any right to vote or participate in the management of the business, property and affairs of the Partnership or to exercise any rights of a Partner. The transfer shall be null and void and shall not confer any right or interest in the Partnership to any purported transferee.

B. Any purported transfer of a Partnership Interest in violation of this Agreement will not affect the beneficial ownership of the Partnership Interests. Thus the Partner or successor thereto attempting to make the purported transfer will retain full rights in the Partnership Interest, including the right to receive liquidating distributions and distributions of distributable cash. The Partner or successor thereto attempting to make the purported transfer will likewise continue to report such Partner's share of profit and loss as allocated pursuant to such Partner pursuant to Article 6.

C. If requested by any Partner or Manager prior to the voting on any matter required or permitted for a Partner to vote, a Partner shall represent and warrant to the Partnership and to all other Partners, individually, that the Partner is not in breach of this Article 9.at the time of voting on any matter as permitted or required in this Agreement or by the Act.

ARTICLE X - PURCHASE PRICE AND TERMS

10.1. Purchase Price.

A. The purchase price of the Partnership Interest is determined by agreement between the buyer and the selling Partner. If the buyer is the Partnership, Partners who are not the the selling Partner shall have the right to control the agreement of the buyer. In effect, the value will be established by agreement between both Partners, and, if no agreement is reached within sixty (60) days of the election to purchase, by appraisal of the assets. The price shall be based upon the value of all of the property held by the Partnership excluding goodwill, if any, and reduced by any liabilities but without discount for marketability or minority interest. If the selling Partner has guaranteed obligations of the Partnership, the Partnership shall use its commercially reasonable efforts to cause the lender to remove the Partner from the guarantee obligation. In any event, the Partnership and remaining Partner(s) will indemnify the selling Partner from any losses or costs attributable to enforcement on such guarantee; provided that the selling Partner is not in material default, including, but not limited to, failure to make a capital contribution or guarantee any loan obligation. The amount payable to the selling Partner shall include any amounts paid or expended on behalf of the selling Partner to remove any encumbrance (except encumbrances securing Partnership indebtedness) whether or not permitted under this Agreement. The Partners understand and agree that it is possible to have the selling Partner pay an amount to the Partnership if the Partnership Interest is subject to encumbrances that in the aggregate exceed the selling Partner's value of the interest.

B. If within sixty (60) days after notice to the Partners of the occurrence of an event described in Article 9. if applicable, there is no agreement as to the purchase price for the selling Partner's interest, the value of the selling Partner's interest shall be determined by three (3) independent appraisers, one selected by the selling Partner or such selling Partner's legal representative within eighty (80) days after notice to the Partners of the occurrence of the event, one selected by the Partnership within such eighty (80) day period, and one selected by the two (2) appraisers so named within ninety (90) days after notice to the Partners of the occurrence of the event.

C. The appraisers shall promptly determine the fair market value of the selling Partner's interest based upon the value of the assets of the Partnership (excluding goodwill) and reduced by liabilities but without discount for marketability or minority interest. The value of the interest shall then equal the amount of the distribution that the Partnership would make with respect to the percentage interest of the selling Partner if all those assets have been sold at the appraised value, liabilities paid, Partnership net profit or net loss and items of income or deduction allocated between the Partner and selling Partner, and proceeds distributed to the Partners. For this purpose, no proceeds of insurance shall be added to the value of the assets of the Partnership to the extent the proceeds are to be used to purchase the interest of the selling Partner. The fair market value of the selling Partner's interest shall be the average of the two (2) appraisals closest in amount to each other. If each of the appraisals is equally close to the middle appraisal, the middle appraisal shall be the fair market value of the selling Partner's interest. Each party shall pay for the appraiser selected by such party and one‑half (1/2) of the appraisal costs for the appraiser selected by the two (2) appraisers. Notwithstanding the foregoing, if the event results from a breach of this Agreement by the selling Partner, the purchase price shall be reduced by an amount equal to the damages suffered by the Partnership or the remaining Partners as a result of such breach. Once the appraised value of the assets is determined, the certified public accountant ("CPA") for the Partnership shall compute the resulting distribution to the selling Partner. The amount determined by the CPA as a distribution for the selling Partner shall be the purchase price for the Partnership Interest of the selling Partner.

10.2. Payment of Purchase Price. Except as otherwise provided in this Agreement, the Partnership or the remaining Partner, as applicable, shall pay the purchase price to the selling Partner or Manager, as applicable, by either of the following methods, each of which may be selected by the Partnership or the remaining Partners, as applicable:

A. The Partnership or the remaining Partner shall at the closing pay in cash the total purchase price for the selling Partner's interest; or

B. The Partnership or the remaining Partner shall pay at the closing the greater of one‑fifth (1/5) of the purchase price or the entire amount of the proceeds if any life insurance proceeds are available if the event involves the death of a Partner, in which case the balance of the purchase price shall then be paid in twenty (20) equal quarterly principal installments plus accrued interest, commencing on the first day of the calendar quarter following the calendar quarter in which the closing occurred. The unpaid principal balance shall accrue interest at eight percent (8%) per annum, but the Partnership and the remaining Partner shall have the right to prepay in full or in part at any time without penalty. The obligation to pay the balance due shall be evidenced by a promissory note, and if purchased by a remaining Partner, secured by the Partnership Interest being purchased by the note obligation (a percentage of the total purchase price with the balance of the interest not subject to security for the note) in the form attached hereto as Exhibit B or Exhibit C, as applicable.

10.3. Closing of Purchase of Selling Partner's Interest. The closing for the sale of the selling Partner's interest pursuant to this Article 10 shall be held at 10:00 A.M. at the principal office of the Partnership no later than nine (9) months after the date of the determination of the purchase price, except that if the closing date falls on a Saturday, Sunday, or Florida legal holiday, then the closing shall be held on the next succeeding business day. At the closing, the selling Partner or his or her legal representative shall deliver to the Partnership or the remaining Partners an instrument of transfer (containing warranties of title and no encumbrances) conveying the selling Partner's interest. The Partnership, the remaining Partners and the selling Partner shall do all things timely and execute and deliver timely all papers as may be necessary to fully consummate such sale and purchase in accordance with the terms and provisions of this Agreement

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10.4. Purchase Terms Varied by Agreement. Nothing contained herein is intended to prohibit Partners from agreeing upon other terms and conditions for the purchase by the Partnership or any Partner of the Partnership Interest of any Partner in the Partnership desiring to retire, withdraw or resign, in whole or in part, as a Partner.

**ARTICLE XII - Dissolution**

11.1 Dissolution. The Partnership shall be dissolved and its affairs shall be wound up upon the first to occur of the following:

(a) The vote or written consent of all Partners;

(b) The sale or other disposition of all or substantially all of the assets of the Partnership; or

(c) The voluntary or involuntary bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of any Partner or the assignment by any Partner of its Partnership Interest for the benefit of creditor, or an execution on any Partner’s Partnership Interest, or the occurrence of any other event that terminates the continued membership of any Partner (the “Withdrawing Partner”), unless within ninety (90) days after the occurrence of any such event the Partnership is continued in the manner set forth in Section 11.2 hereof. .

11.2 Election to Continue Business. Within ninety (90) days after the occurrence of any event set forth in Section 11.1 (d) hereof, the non-withdrawing Partner(s) shall have the right to give notice in writing to the Withdrawing Partner of their election to continue the operation of the Partnership’s business upon purchase of the Withdrawing Partner’s Partnership Interest. The purchase price of such Partnership Interest shall be determined by an independent business appraiser selected by all of the Partners within fifteen (15) days after delivery of notice of such election, or failing such selection by all of the Partners within such period of time, by an Arbitrator selected in the manner set forth in this Joint Venture Agreement.

11.3 Winding Up. Upon the dissolution of the Partnership, the Partners may, in the name of and for an on behalf of the Partnership, prosecute and defend suits, whether civil, criminal or administrative, sell and close the Partnership's business, dispose of and covey the Partnership's property, discharge the Partnership's liabilities and distribute to the Partners any remaining assets of the Partnership, all without affecting the liability of Partners.

11.4 Upon winding up of the Partnership, the assets shall be distributed as follows:

(a) To creditors, including any Partner who is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Partnership, whether by payment or by establishment of adequate reserves, other than liabilities for distributions to Partners under Section 507 or Section 509 of the IRS Code; and

(b) To the payment to the Partners of the positive balances in their respective Capital Accounts, pro rata, in proportion to the positive balances in those Capital Accounts after giving effect to all allocations and distributions under Article VII for all prior periods, including the period during which the process of liquidation occurs.

11.5 Articles of Dissolution. Within ninety days following the dissolution and the commencement of winding up of the Partnership, or at any other time there are no Partners, articles of dissolution shall be filed with the Florida of State pursuant to the Act.

11.6 Deficit Capital Account. Upon a liquidation of the Partnership within the meaning of Section 1.704-l(b)(2)(ii)(g) of the Treasury Regulations, if any Partner has a Deficit Capital Account (after giving effect to all contributions, distributions, allocations and other adjustments for all Fiscal Years, including the Fiscal Year in which such liquidation occurs), the Partner shall have no obligation to make any Capital Contribution, and the negative balance of any Capital Account shall not be considered a debt owed by the Partner to the Partnership or to any other Person for any purpose.

11.7 Termination. Upon completion of the dissolution, winding up, liquidation, and distribution of the assets of the Partnership, the Partnership shall be deemed terminated.

**ARTICLE XII - General Provisions**

12.1 Notices. Any notice, demand or other communication required or permitted to be given pursuant to this Joint Venture Agreement by a Partner shall have been sufficiently given for all purposes if (a) delivered personally to the party or to an executive officer the party to whom such notice, demand or other communication is directed or (b) sent by registered or certified mail, postage prepaid, addressed to the Partner or the Partnership at his or her address set forth in this Joint Venture Agreement. Except as otherwise provided in this Joint Venture Agreement any such notice shall be deemed to given three business days after the date on which it was deposited in a regularly maintained receptacle for the deposit United States mail, addressed and sent as set forth in this Section. Any notice or other communication required or permitted by the Partnership or Partners thereof shall be deemed to be sufficient also if transmitted electronically, by fax or e-mail.

12.2 Amendments. This Joint Venture Agreement contains the entire agreement among the Partners with respect to the subject matter of this Joint Venture Agreement and supersedes each course of conduct previously pursued or acquiesced in, and each oral agreement and representation previously made, by the Partners with respect thereto, whether or not relied or acted upon. No course of performance or other conduct subsequently pursued or acquiesced in, and no oral agreement or representation subsequently made, by the Partners, whether or not relied or acted upon, and no usage of trade, whether or not relied or acted upon, shall amend this Joint Venture Agreement or impair or otherwise affect any Partner's obligations pursuant to this Joint Venture Agreement or any rights and remedies of a Partner pursuant to this Joint Venture Agreement. No amendment to this Joint Venture Agreement shall be effective unless made in a writing duly executed by all Partners and specifically referring to each provision of this Joint Venture Agreement being amended.

12.3 Severability. Whenever possible, each provision of this Joint Venture Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Joint Venture Agreement shall be prohibited by or invalid under such law, it shall be deemed modified to conform to the minimum requirements of such law or, if for any reason it is not deemed so modified, it shall be prohibited or invalid only to the extent of such prohibition or invalidity without the remainder thereof or any other such provision being prohibited or invalid.

12.4 Binding. This Joint Venture Agreement shall be binding upon and inure to the benefit of all Partners.

12.5 Counterparts. This Joint Venture Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

12.6 Governing Law. This Joint Venture Agreement shall be governed by, and interpreted and construed in accordance with, the laws of the State of Florida, without regard to principles of conflict of laws.

**ARTICLE XIII - Securities Law Disclosure**

The Partnership Interests in the Partnership represented by this Joint Venture Agreement have not been registered with the Securities And Exchange Commission under the Securities Act of 1933, as amended, or under the Florida laws governing securities, or similar laws or acts of other states in reliance upon exemptions under those acts. The sale or other disposition of the Partnership Interests is prohibited unless the Partnership receives an opinion of counsel satisfactory to it and its counsel that such sale or other disposition can be made without registration under the Securities Act of 1933, as amended, and any applicable state securities acts and laws. By acquiring the Partnership Interest represented by this operating agreement, the Partner represents that he, she or it will not sell or otherwise dispose of his, her or its Partnership Interests without registration or other compliance with the aforesaid acts and the rules and regulations issued thereunder.

IN WITNESS WHEREOF, the individuals signing this Joint Venture Agreement below conclusively evidence their agreement to the terms and conditions contained herein.

**SIGNATURES OF THE PARTNERS**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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

Print Name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

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

Print Name

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**Exhibit A - Development Plan**

NOTE TO USER: Create and insert a development plan for the project and insert it here in Exhibit A.

What follows is an outline of the items that should be be included in the Development Plan

Narrative Portion of Development Plan should include:

\* the location of the land,

\* the strategy for acquisition of title to the land (if applicable),

\* identification of who will hold title to the land (in most cases it will be preferable for the title to be held in the name of the Joint Partnership rather than in the name of only one of the Partners),

\* a statement as to the amount of capital contribution (if any) being made by either (or both) Partner(s). If land is to be considered a capital contribution the statement will include the agreed upon value.

\* a general description of the house(s) to be built (including the estimated square footage, number of bedrooms & bathrooms and the amenities)

\* signature authority on the construction loan disbursement account

\* an estimate of the sale price,

\* an identification of the proposed source construction financing,

\* the strategy for obtaining construction financing,

\* the identify of the architect,

\* the identify of the key contractors (or a description of the process for choosing the contractors),

\* the duties of each Partner,

\* the relevant time deadlines, and

\* a description of any other relevant aspect of the proposed Project.

BUDGET: Include a pro forma development budget that includes a listing of all of the estimated hard and soft costs (including any fees to be paid to the Partners for services rendered).

The intent of the Development Plan is to force the Partners to agree on all aspects of a proposed new Project before work on the Project is undertaken.