

LIMITED LIABILITY PARTNERSHIP AGREEMENT

COMPANY LLP

0th XXXXXX 0000

This new edition of the Limited Liability Partnership Agreement of Company LLP is adopted by XXXXX XXXXXXXX and XXXXX XXXXXXXX in the General Meeting of the Members on 0th XXXXXX 0000 following the changes in the members of the LLP.

1. SUBJECT OF THE AGREEMENT

The Members of Company LLP, registered by the Registrar of Companies for England and Wales on 00th XXXXXX 0000, Partnership No.XX000000(hereinafter referred to as "the LLP"), have entered into this Agreement with a view to set out the names of the new LLP members and their respective shares, with a view to confirm the legal basis on which the LLP is to do business and with a view to fix the rights and duties of the Members of the LLP.

2. OBJECTS OF THE LLP

2.1 The LLP shall carry on business with a view to profit.

2.2. For the purpose specified in clause 2.1 of this Agreement the LLP shall carry on any trading, investment, consulting or another lawful business, profession or occupation.

2.3. The LLP may engage in any act or activity not prohibited under any law for the time being in force. Business of the LLP shall not be limited by the activities specified in this Agreement. Any transactions out of scope of the activity specified above and not prohibited under the law, shall be deemed legal.

2.4. Any business or activity subject to be licensed under the law shall be carried on by the LLP provided that a relevant license has been duly issued under the current law.

3. DURATION

The LLP shall have unlimited duration.

4. NAME OF THE LLP

4.1. The LLP has been incorporated under the name Company LLP.

4.2. If thought fit, the Members may change the name at any time.

4.3. The LLP shall notify any change in the name to Companies House.

4.4. The LLP shall comply with the Business Names Act 1985, Companies Act 2006 and the effective Regulations enacted in accordance to these Acts in the use of that name.

5. REGISTERED OFFICE

5.1. Registered office of the LLP is situated at the address: 0-00 XXXX XXX XXX , London, United Kingdom,XX0X 0XX

5.2. If thought fit, the Members may change the registered office at any time.

5.3. The LLP shall notify any change in the registered office to Companies House.

6. PLACE OF BUSINESS

The LLP shall carry on the business outside the UK.

7. LEGAL STATUS OF THE LLP

7.1. The LLP has been deemed in existence on its registration as a limited liability partnership with the Registrar of Companies for England and Wales on 00th XXXXXX 0000, Partnership No.XX000000.

7.2. All property contributed to the LLP by any Member or otherwise accrued to the LLP in the course of its business activity shall be owned by the LLP absolutely.

7.3. Rights and obligations of the Members with respect to the LLP shall be set forth in this Agreement and the laws currently in force.

7.4. To accomplish its objects the LLP shall have the power to acquire on its own behalf any rights, assume obligations and liability, sue and be sued in any court or arbitration and perform other acts in compliance with the current laws and this Agreement.

7.5. The LLP shall not be liable for the obligations of its Members. The Members shall bear the losses of the LLP up to the amount of their capital contributions to the LLP.

7.6. The LLP may be liable for the obligations of the Members only in cases expressly provided for in the current laws and this Agreement.

7.7. The LLP shall have the power to establish branches and representative offices.

7.8. The LLP shall have the power to form or participate in formation of other legal entities, consolidation of legal entities, take part in the business or otherwise collaborate with international organizations.

8. CAPITAL

8.1. The capital of the LLP shall be equal to £0,000 and shall be made of the nominal value of the LLP Members' contributions:

No	Member Name	Amount (value) of contribution (£)	Amount (proportion) of contribution (%)
1.	XXXXXX XXXXXXXX	00	00
2.	XXXXXX XXXXXXXX	00	00

8.2. All contributions to the capital shall be in cash.

8.3. The LLP Members may increase the capital of the LLP having adopted a resolution to increase the capital, and may increase accordingly and in the same proportion the capital contributions of the LLP Members or admit a new Member (Members).

8.4. The LLP Members may reduce the capital of the LLP having adopted a resolution to reduce the capital, and may reduce accordingly and in the same proportion the capital contributions of the LLP Members or, if any person ceases to be a Member of the LLP, for the account of the outgoing Member's share without changing the amounts of other Members' contribution.

8.5. Members of the LLP may sell their shares in the LLP or any part thereof without prior consent thereto of other Members. Members of the LLP have the priority right to purchase a share in the LLP at the price offered to any third party in proportion to the amount of their capital contributions.

8.6. Any Member of the LLP intending to sell his share (or part thereof) to a third party shall give a notice thereof in writing to other Members of the LLP and the LLP itself specifying the price and other terms and conditions of the sale. Should the other Members of the LLP fail to use the right of priority and purchase the share (or part thereof) offered for sale within one month

following the relevant notice of sale, such share (or part thereof) may be sold to a third party at the price and upon the terms and conditions fixed for the LLP and its Members.

8.7. The right of the Member to a share in the LLP shall be confirmed by a Share certificate issued by the LLP following payment of the share by the Member.

9. PROPERTY OF THE LLP

9.1. All property contributed to the LLP by any Member or otherwise accrued to the LLP in the course of its business activity shall be absolutely owned by the LLP.

9.2. The Members shall have no individual rights in the property of the LLP other than by their entitlement to a share in the LLP profits to be distributed under this Agreement, and to a part of the LLP property after settling all the creditors' claims and payment of the liquidation fees following liquidation of the LLP.

9.3. Where it is necessary for property used for the purposes of the LLP to be held on behalf of the LLP by one or more Members, the Members concerned shall document the LLP's interest in that property by executing a declaration of trust or similar acknowledgement.

9.4. The Intellectual Property contributed to the LLP by any Member, purchased or otherwise acquired by the LLP from its Members or third parties shall be absolutely owned by the LLP.

9.5. If requested by the LLP and at its expense, each Member shall give all necessary assistance to the LLP to enable it to enforce its Intellectual Property against third parties and apply for registration of the rights, where appropriate throughout the world, for the full term of those rights.

10. BANK OF THE LLP

The LLP shall have the power to open banking accounts with the bank specified by the LLP Members.

11. BOOKS, ACCOUNTS AND AUDIT

11.1. Executive Body of the LLP shall ensure that proper books of account giving a true and fair view of the business, the state of affairs and profit or loss of the LLP are properly kept and preserved and are open to inspection by the Members at all times.

11.2. The LLP's books of account shall be kept at the Registered Office or at such other place as the Executive Body of the LLP may from time to time determine.

11.3. The LLP's accounting reference period ends on the Accounting Reference Date which may be changed by the Executive Body of the LLP.

11.4. The LLP shall prepare annual accounts as at the Accounting Reference Date.

11.5. The LLP shall notify any change in the Accounting Reference Date to Companies House in accordance with the Companies Act.

11.6. Unless the LLP is exempt from audit under the Companies Act, the LLP annual accounts shall be audited and settled each year by the Auditors as at the Accounting Reference Date.

11.7. The LLP annual accounts shall be laid before a meeting of the Members for consideration and if thought fit approved subject only to any approved variation; and distributed to all Members as required by the Companies Act.

11.8. The LLP shall ensure filing of the annual accounts with Companies House.

12. PROFITS AND LOSSES

The profits and losses of the LLP shall be divided between the Members in the proportions of their shares in the capital as soon as the annual accounts for the relevant accounting year of

the LLP have been considered and approved by the Members and a relevant resolution to distribute the profits (to cover the losses) has been adopted.

13. MEMBERS OF THE LLP. RIGHTS, POWERS, OBLIGATIONS AND LIABILITY

13.1. All Members of the LLP are designated Members under the provisions of the Limited Liability Partnerships Act 2000.

13.2. The duly elected Manager of the LLP is XXXXX XXXXXXXX . The Manager is the Executive Body of the LLP.

13.3. Members of the LLP shall have the power to:

- participate in management of the LLP's business in the manner stipulated by the current laws and this Agreement, and, namely, to initiate and take part in the General Meeting of the Members;
- obtain information on the LLP business, inspect the books of account and other books;
- receive a part of the LLP profits;
- where the LLP goes into liquidation, to receive the property remaining after settling the creditors' claims and the payment of liquidation fees, or a part of such property in kind;
- cease to be a Member of the LLP without any prior consent of other Members;
- do other acts provided for in this Agreement and the laws currently in force.

13.4. Members of the LLP shall:

- comply with the provisions of this Agreement, legislation, regulations and professional standards currently in force;
- make contributions to the LLP in the manner, amount and within the time period stipulated by this Agreement;
- not disclose any information of confidential character;
- give details to the Executive Body of any changes to his personal particulars, which shall be notified to Companies House under the law;
- keep securely proper accounts and records as the Executive body may reasonably require and ensure that all Members have free access to them;
- indemnify and keep indemnified the other Members and their successors from and against all losses and liabilities resulting from material breach of this Agreement, without prejudice to any other right or remedy of other Members;
- act reasonably and in good faith for the benefit of the LLP;
- handle the property of the LLP with care;
- comply with the resolutions adopted by the Management Bodies of the LLP;
- share in the losses of the LLP;
- incur other obligations set forth in this Agreement or the laws currently in force.

13.5. Members of the LLP shall be liable for failure to execute or duly execute their obligations under this Agreement in accordance with the provisions of this Agreement and the laws currently in force.

14. MANAGEMENT OF THE LLP

The LLP shall be managed by:

- General Meeting of Members of the LLP;
- Manager of the LLP.

15. GENERAL MEETING OF THE MEMBERS OF THE LLP

15.1. General Meeting of the Members of the LLP shall be the Supreme Management Body of the LLP. The General Meeting of the Members of the LLP shall consist of the Members of this LLP.

15.2. Resolution of the following matters shall be reserved exclusively for decision of the General Meeting of the Members:

- election and appointment of the Manager of the LLP;
- removal of the Manager of the LLP;
- any alterations to this Agreement or approval of a new edition of the Agreement;
- any decision to place the LLP into voluntary liquidation under the Insolvency Act 1986;
- restructuring of the LLP;
- any decision for the LLP to apply for an administration order under the Insolvency Act 1986;
- any decision to appoint a liquidator under the Insolvency Act 1986;
- any decision to apply to the court to wind up the LLP under the Insolvency Act 1986;
- consideration and approval of the LLP annual accounts;
- distribution of the profits (and losses);
- delegation to the Manager of those powers of the General Meeting of the Members which are not exclusively reserved for decision of the General Meeting.

15.3. The General Meeting of the Members shall also be entitled to decide on the following:

- change of the name of the LLP;
- change of the registered office of the LLP;
- increase or reduction of the LLP capital;
- change in the nature of the LLP business and the place of business;
- contributions to the LLP property;
- expelling of any person from Membership in the LLP;
- any decision for the LLP to make a proposal for a voluntary arrangement, scheme of compromise or arrangement with its creditors under the Insolvency Act 1986;
- establishing of branches and representative offices;
- any decision to determine the upper limit of the amount to be recovered to any LLP Member under clause 21.2 of this Agreement;
- any decision for the property to be held by one or more Members of the LLP;
- other matters.

15.4. Regular General Meeting of the Members shall be held at least once a year. The Manager of the LLP shall be responsible for convention and organization of the General Meeting.

15.5. Extraordinary Meeting of the Members may be called by:

- Manager of the LLP;
- Member of the LLP;
- Liquidator of the LLP appointed under the Insolvency Act 1986.

15.6. Extraordinary General Meetings of the Members may be held at any time and any place as may be fixed by the persons set forth in clause 15.5. of this Agreement.

15.7. A notice of any General Meeting shall be served on all those entitled to attend the meeting at least 14 days prior to the proposed date of the General Meeting, provided that a valid shorter notice is deemed to have been given if it is ratified by a majority of those attending the Meeting. Any notice of the General Meeting shall specify the place, day and time of the General Meeting and a statement of the matters to be discussed at the Meeting.

15.8. The quorum for the General Meeting of the Members shall be 2/3 of the total number of Members of the LLP. Where the appropriate quorum is not present, the Meeting shall be adjourned and a new date and time be appointed. Where the appropriate quorum is not present within 30 minutes of the start time stated in the notice of the Meeting, any resolution passed at the Meeting shall be deemed to have been passed if it is ratified later by the required majority in attendance at a duly convened adjourned quorate meeting. The quorum for any adjourned meeting shall be ½ of the total number of the Members of the LLP.

15.9. Every General Meeting of the Members shall be governed by the following provisions:

- Members must be registered before the commencement of the Meeting;
- at commencement of the meeting, those in attendance shall elect the chairperson of the meeting, who will preside at the Meeting;
- any resolution passed at the meeting shall be entered in the minutes of the meeting to be signed by the Chairperson.

15.10. All matters considered at any General Meeting of the Members shall be decided by simple majority vote. Where there are only two Members of the LLP entitled to the equal number of votes, any matters to be resolved require the unanimous approval.

15.11. Members shall be entitled to the number of vote in proportion to their capital contributions.

16. EXECUTIVE BODY OF THE LLP

16.1. Executive Body of the LLP shall be the Manager of the LLP elected at the General Meeting of the Members of the LLP from among the LLP Members.

16.2. The Manager of the LLP shall manage the business and affairs of the LLP, represent the LLP before third parties and in state organizations.

The LLP Manager shall be entitled to:

- act on behalf of the LLP, represent the LLP, make transactions and enter into contracts without any power of attorney;
- issue powers of attorney for third parties to represent the LLP with or without the right to delegate powers under such powers of attorney;
- approve the personnel structure of the LLP;
- issue resolutions to appoint any person to any office in the LLP, transfer or remove the same, to give incentives or levy disciplinary penalties;
- convene extraordinary General Meetings of the Members and secure holding thereof;
- secure filing with Companies House any documents required under the current laws (including changes in the LLP or its Members' details);
- ensure that proper books of account giving a true and fair view of the business, the state of affairs and profit or loss of the LLP are properly kept and preserved and are open to inspection by the Members at all times;
- change the account reference date in accordance with the provision of current laws;
- secure that the LLP annual accounts are audited, unless the LLP is exempt from audit under the Companies Act of 2006;
- do other things which are not reserved for decision of the General Meeting of the Members or have been delegated to the Manager by the General Meeting.

16.3. All resolutions of the LLP Manager shall be made in writing and signed by the Manager of the LLP.

16.4. Should the Manager fail to perform or duly perform his or her obligations, the General Meeting of the Members of the LLP may remove the Manager from the office and appoint a new one.

16.5. The Manager of the LLP shall have the power to waive the obligations of the Manager bringing the question of his removal from the office and election of a new Manager to the attention of the General Meeting of the Members.

16.6. The Manager of the LLP shall have the power to resolve under the provisions of clause 16.3. to delegate resolution of any matters which the Manager is authorized to decide on to an alternate manager.

17. ADMISSION OF NEW MEMBERS

17.1. Any person may be admitted to the LLP as a new Member following:

- sale of any Member's share in the LLP or a part thereof to a third party, provided that other Members of the LLP waived their right of first refusal;
- resolution to increase the capital of the LLP, provided that any such increase was not a result of proportionate extension of the Members' capital contributions;
- withdrawal or expulsion of any Member from the LLP, provided that the share of any such Member is not subject to be distributed to other Members or the LLP does not resolve to decrease the capital following withdrawal or expulsion of the Member.

17.2. The LLP shall notify admission of a new Member to Companies House following payment of this Member's capital contribution.

17.3. Any new Member shall be deemed admitted to the LLP from the date of notice to the Companies House.

18. WITHDRAWAL FROM THE LLP

18.1. Every Member may cease to be a Member of the LLP without prior consent of other Members giving a one month's notification in writing to the LLP declaring the Member's intention to withdraw from the LLP. Date of expiration of such notification shall be the leaving date for this Member.

18.2. Where an individual dies whilst he is a Member of the LLP, his leaving date shall be the date of his death. Where a body corporate is liquidated whilst it is a Member of the LLP, its leaving date shall be the date of the liquidation.

19. EXPULSION FROM THE LLP

19.1. Any Member may be expelled from the LLP if:

- the Member concerned commits any serious breach or persistent breaches of this Agreement; or
- has a bankruptcy order made against him or enters into any composition or arrangement with or for the benefit of his creditors; or
- fails to pay any money owing by him to the LLP within 14 days of a written request for payment from the LLP; or
- fails to account for or pay over or refund any money received and belonging to the LLP within 14 days after being so required by notice from the Manager of the LLP; or
- ceases to hold any professional qualification or certification required for the normal performance of his duties as a Member; or

- is convicted of any criminal offence involving dishonesty.

19.2. Resolution to expel any Member as provided in clause 19.1. of this Agreement shall be notified to this Member in writing, and any such expulsion shall become valid in 14 days following sending of any such notification.

20. ENTITLEMENTS, OBLIGATIONS, INDEMNIFICATION AND LIABILITY OF OUTGOING MEMBERS

20.1. An Outgoing Member is not entitled to any share or interest in the property of the LLP arising after his Leaving Date.

20.2. Leaving date for any LLP Member shall be the date of expiration of the notification sent by the Outgoing Member under clause 18 of this Agreement (or the next business day following the last day of the notification sent by the Outgoing Member under clause 18 of this Agreement).

20.3. After his Leaving Date, the Member shall be entitled:

- to be indemnified against all guarantees and obligations in relation to the LLP [except in relation to income or capital gains tax payable by the Outgoing Member];
- to be credited any amount representing the value of his share in the LLP capital pursuant to the LLP accounts for the period ending on his Leaving Date;
- to be credited any undrawn balance of his profit share and such sums to which he is entitled to be credited by the LLP to his current account less any proportion of income tax applicable to the period ending on his Leaving Date.

20.4. The LLP shall calculate the sums under clause 20.3 of this Agreement by reference to the annual accounts of the LLP apportioned, as appropriate, in respect to the annual accounting period in which the outgoing Member's Leaving Date occurred.

20.5. The LLP shall pay the sums under clause 20.3 to the outgoing Member or his estate within 6 months after his Leaving Date.

20.6. The LLP shall notify details of any outgoing Member to Companies House.

20.7. Before the Leaving Date or within 3 days thereafter the outgoing Member or his representatives shall pass over all affairs and documents, sign and execute all documents and perform all acts that the LLP reasonably requires for the purpose of enabling the LLP to recover any outstanding interest or right of the LLP in or for the purpose of transferring to the LLP, or as it may direct, any property of the LLP which on his Leaving Date is held by the outgoing Member on behalf of the LLP.

20.8. An outgoing Member shall not do any of the following without the written consent of the Manager of the LLP during the period of 6 months following his Leaving Date:

- canvass, solicit or endeavour to attract away from the LLP to any firm, company or business in which he may be involved, any person known by him to be a client of the LLP at the time of his Leaving Date;
- canvass, solicit, employ or otherwise engage anyone who was an employee or Member of the LLP at the time of his Leaving Date.

20.9. Outgoing Members of the LLP shall be liable for failure to execute or duly execute their obligations under this Agreement in accordance with the provisions of this Agreement and the laws currently in force.

21. INDEMNITY AND EXPENSES

21.1. Every Member may charge and be refunded all out-of-pocket expenses properly incurred by him in connection with the business provided that the Member provides:

- appropriate receipts and VAT invoice where appropriate;

- where the LLP provides a credit card for the use of a Member for such expenses, original vouchers for all expenditure charged to the credit card.

21.2. The LLP may place upper limits on any category or categories of expenses for which Members may claim reimbursement.

22. CONFIDENTIALITY

22.1. For the purposes of this Agreement confidential shall be any information (scientific, technology, manufacturing, financial or technical information (including commercial secrets and know-how)) having actual or prospect commercial value due to the fact that it is not known to third parties and allowing the holders thereof under the actual or prospect circumstances to increase profits, avoid unreasonable expenses, maintain the same position at the commodities, employment or services market, or obtain other benefits of commercial nature, provided that such information is protected from free access thereto on a legal basis and the holder thereof makes relevant arrangements to protect it.

22.2. For the purposes of clause 22.1, confidential information does not include information which is or becomes generally available to the public other than as a result of disclosure by a Member, an Outgoing Member or their representatives or advisers contrary to their respective obligations of confidentiality; or is or becomes available to a Member or an Outgoing Member otherwise than pursuant to this agreement and free of any restriction as to its use or disclosure.

22.3. Each Member and Outgoing Member undertakes that he shall not at any time use, divulge or communicate to any person, except to his professional representatives or advisers or as may be required by law or any legal or regulatory authority, any confidential information concerning the Business or affairs of the LLP or the other Members which may have or may in future come to his knowledge and each of the Members and Outgoing Members shall use his reasonable endeavours to prevent the publication or disclosure of any confidential information concerning such matters.

23. RESTRUCTURING AND LIQUIDATION

23.1. The Members may resolve on a General Meeting of the Members that the LLP shall be restructured in the manner provided for by the laws currently in force.

23.2. For the purposes of section 74 of the Insolvency Act 1986 as it is applied to the LLP under the Act, no Member is liable to contribute any amount to the assets of the LLP on liquidation to cover any of the matters set out in that section.

23.3. If the LLP is wound up, and any property remains at the conclusion of the winding up, after payment of all money due to the creditors of the LLP and all expenses of the winding up, the liquidator shall pay that surplus sum to the Members in accordance with the respective proportions to the Members' capital contributions.

24. NOTICE

24.1. Any notice under this Agreement shall be:

- in writing in the English language (or be accompanied by a properly prepared translation into English);
- sent for the attention of the recipient to his mailing address possible with a copy by fax number or e-mail;
- delivered personally or sent by pre-paid first-class post, recorded delivery or registered post; if the notice is to be served by post outside the country from which it is sent, it shall be sent by registered airmail.

24.2. Any notice to the LLP shall be sent to the address of the LLP Registered Office.

24.3. Any notice to any Member of the LLP shall be marked for the attention of that Member to his residential address as registered for the time being with Companies House.

24.4. Any notice to any personal representatives of a deceased Member shall be marked for the attention of the personal representatives to the residential address of the deceased Member registered for the time being with Companies House.

24.5. A notice is deemed to have been received:

- if delivered personally, at the time of delivery;
- in the case of pre-paid first class post, recorded delivery or registered post, 48 hours from the date of posting;
- in the case of registered airmail, five days from the date of posting.

24.6. Where the deemed receipt under clause 24.5 of this Agreement is not within business hours, the notice shall be deemed to have been received when the business next starts in the place of receipt. Business shall mean the time from 9 am to 5.30 pm Monday to Friday on a day that is a business day in the place of receipt.

24.7. To prove service it is sufficient to confirm that the envelope containing the notice was properly addressed and posted.

25. JURISDICTION, ARBITRATION

25.1. This Agreement and any disputes or claims arising out of or in connection with its subject matter are governed by and construed in accordance with the law of England.

25.2. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

25.3. Any dispute arising out of or in connection with this Agreement shall be subject to the jurisdiction clauses and regulations applicable in the UK.

26. LIABILITY FOR FAILURE TO PERFORM OBLIGATIONS UNDER THIS AGREEMENT

26.1. Should any Member of the LLP fail to perform or duly perform obligations under this Agreement, such Member shall recover to the LLP and other Members any actual damage caused due to such failure.

26.2. Recover of any actual damage shall include repayment of any expenses incurred or to be incurred by other Members for the purpose of restoration of rights injured through the failure to perform or duly perform the obligations under this Agreement, or for the purpose of restoration of lost or damaged property. Lost profit shall not be subject to recovery unless otherwise directed by the General Meeting of the Members.

26.3. Any Member committing any serious breach or persistent breaches of this Agreement may be expelled.

27. FORCE-MAJEURE

27.1. Members of the LLP shall not be liable for any failure to perform or duly perform obligations under this Agreement should such failure be a result of the events of force-majeure, i.e. events of emergency and acts of God occurring after signing of this Agreement.

27.2. Any Member referring to the events of force-majeure shall inform other Members thereof in writing within seven days following occurrence of such events.

27.3. Upon request of other Members any such Member shall provide evidence confirming occurrence of the events of force-majeure and inability to perform obligations under this Agreement due to such occurrence.

28. VALIDITY AND TERM OF THIS AGREEMENT

28.1. This Agreement shall be valid upon signing thereof by all Members of the LLP.

28.2. Term of this Agreement shall not be limited.

29. ALTERATIONS AND CANCELLATION OF THE AGREEMENT

29.1. This Agreement shall become void if the LLP is liquidated in the manner prescribed by this Agreement and the current laws.

29.2. Any amendments and addenda to this Agreement shall be made in the manner provided for by this Agreement and the current laws.

29.3. Any amendments and addenda to this Agreement shall be made following the resolution of the General Meeting of the Members in writing and fixed in separated supplementary agreements to this Agreement or adopted as a new version of the Agreement.

30. CLOSING PROVISIONS

30.1. Members shall have the power to delegate their rights and obligations under this Agreement to third parties in the manner stipulated by this Agreement and the current laws.

30.2. Where any of the provisions of this Agreement becomes void due to any changes to the laws or other reasons, this shall not cause other provisions of this Agreement to be suspended or terminated.

XXXXX XXXXXXXX

XXX XXXX XXXXX

Name and address
of Member

Signature

XXXXX XXXXXXXX

XXXXX XXXX XXX

Name and address
of Member

Signature

Dated this 0th day of XXXXXX 0000

WITNESS to the signature of XXXXX XXXXXXXX :

Name: _____

Address:

Signature

WITNESS to the signature of XXXXX XXXXXXXX :

Name: _____

Address:

Signature