

# AMENDMENT PARTNERSHIP AGREEMENT

**Partnership Name:** [PARTNERSHIP NAME] **Governing State:** [STATE] **Effective Date:**

## Recitals

**WHEREAS**, the Partners entered into that certain Partnership Agreement dated (the "Original Agreement") governing [PARTNERSHIP NAME] (the "Partnership"); and

**WHEREAS**, the Original Agreement provides that it may be amended by written instrument executed by the Partners in accordance with its amendment provisions; and

**WHEREAS**, the Partners desire to execute this **First Amendment** to the Original Agreement (this "Amendment") to modify the Original Agreement as set forth below;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners agree as follows:

## 1. Sections Amended

The following Sections of the Original Agreement are hereby amended: [SECTIONS OF THE ORIGINAL AGREEMENT BEING].

## 2. Specific Changes

The Original Agreement is modified as follows:

[DESCRIBE THE SPECIFIC CHANGES BEING MADE]

## 3. Ratification of Original Agreement

Except as expressly modified by this Amendment, all terms, conditions, covenants, representations, and warranties of the Original Agreement remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between this Amendment and the Original Agreement, this Amendment shall control.

## 4. Authority and Consent

**Consent threshold.** Each Partner represents that (a) the Partner has full authority to enter into this Amendment, (b) execution has been duly authorized in accordance with the voting requirements of the Original Agreement, and (c) this Amendment constitutes the legal, valid, and binding obligation of the Partner enforceable in accordance with its terms.

## 5. No Novation; Continuing Entity

This Amendment is not intended to, and shall not, constitute a novation. The Partnership continues without interruption, retaining its Employer Identification Number, bank accounts, assets, and liabilities.

## 6. Tax Continuation

**No IRC §708 termination.** The Partners intend that this Amendment not cause a termination of the Partnership under IRC §708(b)(1) or a technical termination under prior law. No election to change the Partnership's federal tax classification is made hereby. The Partners have considered whether the changes effected by this Amendment (including any transfer of interests, admission of new partners, or changes to profit/loss allocations) could trigger a "sale or exchange" of 50% or more of the total interests in Partnership capital and profits within a twelve-month period and have structured this Amendment to avoid such a result.

## 7. Partnership Representative

Unless expressly amended by Section 2 above, the Partnership Representative designation in the Original Agreement remains in effect. If this Amendment changes the Partnership Representative, the Partnership shall file IRS Form 8979 as required.

## 8. Counterparts; Electronic Signatures

This Amendment may be executed in counterparts, including by electronic signature under the federal ESIGN Act (15 U.S.C. §7001 et seq.), each of which shall be deemed an original.

## 9. Governing Law

This Amendment shall be governed by the laws of the State of [STATE], consistent with the Original Agreement.

## 10. Effective Date

This Amendment is effective as of .

## Signatures

IN WITNESS WHEREOF, the Partners have executed this Amendment as of the Effective Date.

### Partner 1

\_\_\_\_\_ PRINTED NAME

\_\_\_\_\_ SIGNATURE

\_\_\_\_\_  
**Partner 2**

DATE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE