# Irrevocable Assignment of

**Limited Partnership Interests**

This assignment of Limited Partnership interests, effective as of , 20\_\_, is

entered into by

(“Assignor”), holder of all the Limited Partnership

interests in the (“Partnership”), a copy of which is attached hereto as Exhibit “1”, which constitutes % of the partnership interests in the Partnership as of

, 20\_\_.

## Recitals

1.

(“Partnership”) is a Limited

Partnership formed on , 20\_\_ upon the filing of the Certificate of Organization with the Office of the Secretary of State, State of .

1. As of the date of this instrument, Assignor is the holder of all the Limited Partnership interests in the Partnership.
2. Assignor desires to assign to the Assignees listed on the attached Schedule “A” and incorporated herein by this reference, all of Assignor’s Limited Partnership interests in the Partnership, to the Assignees in the percentages listed thereon.
3. Assignees’ desire to accept said Limited Partnership interests in the Partnership including the Assignor’s right, title and interest in and to the Partnership and any and all appurtenances thereto, including, without limitation, all rights and interest of Assignor to the capital, profits, losses, and distributions of the Partnership, on the terms and conditions set forth in this instrument.
4. is the General Partner of the Partnership.

## Acceptance, Assumption and Substitution

1. Each Assignee by their signature below, hereby accepts the foregoing assignment, agrees to be bound by and assume each and all of the terms and provisions of the Partnership Agreement attached hereto as Exhibit “1”, including all obligations and duties of Assignor and all of Assignor’s liabilities, past, present and future, attendant thereto. Upon an Assignee’s acceptance, the Assignee agrees to be a Substitute Limited Partner of the Partnership in lieu of Assignor, and Assignor shall cease to be a Limited Partner of the Partnership.

## Consent

1. The above assignment, the substitution of Assignee in place of Assignor as a Limited Partner the Partnership, and the cessation of Assignor’s status as a Limited Partner the Partnership, shall be deemed effective upon execution of this instrument by the General Partner whose name is set forth below; however, such consent although given, is not required pursuant to Article 12 as each Assignee are a “Permitted Transferee” as defined in the Partnership Agreement.

This assignment is irrevocable and the Assignee shall have all rights incident to the ownership of the partnership interests, or fraction thereof, transferred by this instrument. The Limited Partnership interests are subject to all terms, conditions, and restrictions of the Agreement and Certificate of Limited Partnership of the .

Dated this day of , 20\_\_ Assignor

*(The remainder of this page is intentionally left blank)*

The Assignees by their signatures and dates written hereon accept said assignment from Assignor.

Date

# Schedule A

Assignee Percent Ownership

%

%

%

%

%

%

%

%

%

%

# Exhibit 1