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Capital Contribution Agreement

This **Capital Contribution Agreement** ("**Agreement**") is made as of _____ ("**Effective Date**"), by and between the following parties:

Company

Contributor

The Company and the Contributor may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

1. Purpose

The purpose of this Agreement is to set forth the terms under which the Contributor will make a capital contribution to the Company in exchange for an ownership interest or an increase in an existing ownership interest in the Company.

2. Capital Contribution

The Contributor agrees to contribute to the Company the following:

Description of Contribution	Amount / Details	Form (Cash/Property/Other)	Contribution Date

The contribution shall be delivered to the Company in accordance with the agreed form and timing specified above.

3. Issuance of Ownership Interest

In consideration of the capital contribution:

- The Company agrees to issue to the Contributor an ownership interest of _____% in the Company, or
- Increase the Contributor's existing ownership interest to _____%.

Such ownership interest shall be subject to the Company's governing documents, including its _____, as applicable.

4. Valuation

The Parties acknowledge that the valuation of the Company for purposes of this contribution is agreed to be _____. This valuation forms the basis for determining the Contributor's ownership interest.

5. Capital Accounts

The Company shall maintain a capital account for the Contributor reflecting:

- The amount and value of contributions made
- Any distributions received
- Allocations of profits and losses

Such capital account shall be maintained in accordance with the Company's internal policies and applicable accounting principles.

6. Representations and Warranties

By the Contributor:

The Contributor represents that:

- The contribution is made with legally obtained funds or assets
- The Contributor has full authority to enter into this Agreement
- The contribution does not violate any other agreement or legal obligation

By the Company:

The Company represents that:

- It is duly formed and in good standing under applicable laws
- It has authority to accept the contribution and issue ownership interests
- The issuance of ownership interest complies with its governing documents

7. Use of Funds

The Company agrees to use the contributed capital for lawful business purposes consistent with its operations, including but not limited to:

8. Tax Treatment

The Parties acknowledge that:

- The Contributor is responsible for seeking independent tax advice regarding the contribution
- The Company will treat the contribution in its financial and tax records in accordance with applicable laws and standard accounting practices

Nothing in this Agreement constitutes tax advice or guarantees specific tax outcomes.

9. Confidentiality

The Parties agree to keep confidential any non-public information related to this Agreement and the Company's financial or operational matters, unless disclosure is required by law or agreed in writing.

10. Transfer Restrictions

Any ownership interest issued under this Agreement shall be subject to transfer restrictions set forth in the Company's governing documents. The Contributor agrees not to transfer such interest except in compliance with those terms.

11. Termination

This Agreement shall terminate upon:

- Completion of the capital contribution and issuance of ownership interest, or
- Mutual written agreement of the Parties prior to completion

Termination shall not affect any rights or obligations that have already arisen under this Agreement.

12. Governing Law and Dispute Resolution

This Agreement shall be governed by the laws of _____.

Any dispute arising out of or in connection with this Agreement shall be resolved through good faith negotiations between the Parties. If unresolved, the dispute shall be submitted to a competent court of jurisdiction.

13. Entire Agreement

This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior discussions or agreements.

14. Amendments

This Agreement may only be amended by a written document signed by both Parties.

15. Notices

Any notice under this Agreement shall be in writing and delivered to the addresses of the Parties stated above, unless updated by written notice.

16. Execution

This Agreement may be executed electronically and in counterparts, each of which shall be considered an original.

Signatures

IN WITNESS WHEREOF, the Parties have executed this Capital Contribution Agreement as of the Effective Date.

Company

Contributor

Name

Name

Date

Date

Signature

Signature

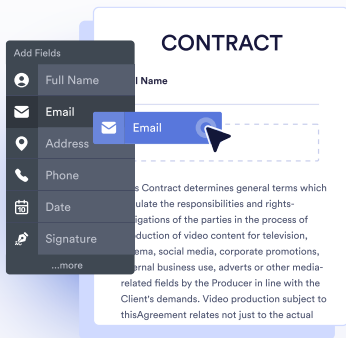


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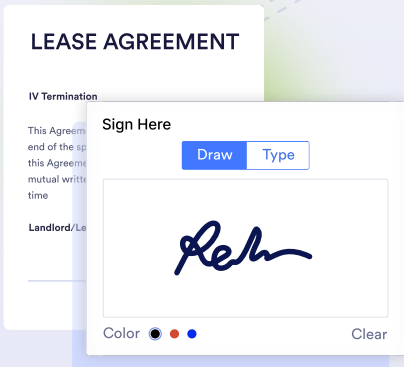
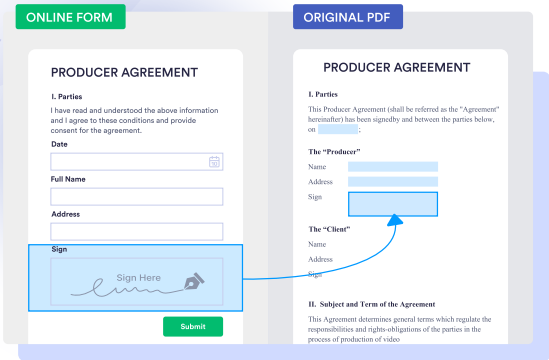
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