

**LIMITED PARTNERSHIP
PREPARATION AND FILING SERVICE AGREEMENT**

I/We _____ the Client (s), hereby apply for CAPA

LIMITED PARTNERSHIP SERVICES to purchase a _____ PRE-FORMED or to form a _____ NEW LIMITED PARTNERSHIP.

Client (s) understand that Capa will prepare and file CERTIFICATE of LIMITED PARTNERSHIP with the State

of _____ For _____ or _____
Insert name of PRE-FORMED "LP" Insert name of NEW "LP" (First Choice)

Insert name of NEW "LP" (Second Choice) Insert name of NEW "LP" (Third choice)

CAPA SERVICES consist of preparing and filing the Certificate of Limited Partnership, preparing and filing the Initial List of General Partners, drafting of the Initial Limited Partnership Agreement., furnishing the "LP" with a "LP" Compliance Kit and Seal, furnishing the "LP" with a Residence Agent (first year only) and assisting the "LP" in obtaining an EIN Number. Service does not include filing fees, state fees, business or financial counseling, other than answering questions pertaining to the above service - All other services offered by Capa is Optional Services to Client(s) and will require additional fees.

Client(s) understand and agree that of Capa is appointed Organizer for the purpose of organizing and activating the above Limited Partnership. Service shall be completed within (45) days after Capa receive full payment. (15) days if expedited. Upon completion of the above service and after all fees connected with this service have been paid by Client(s), including all fees for Optional Services, Organizer promise to resign and remit Limited Partnership to Client(s).

Client(s) agree to pay Capa for the above service accordance to the fees and terms of the invoice attached hereto and made a part of this agreement. Client(s) understand and agree that all transactions are final and there are no refunds. Client(s) also understand and agree that if all fees are not paid within 90 days of the terms of the attached invoice. Client(s) service will be terminated and Capa shall have the right to sell this Limited Partnership Service to any interested person(s) or entity.

Client(s) further understand that any deposits paid to Capa are none-refundable. Should Client(s) default in any balance due and owing to Capa, Client(s) shall pay any additional charges in addition to the balance owing including any interest charges thereon incurred, any legal fees and fees which may be incurred in the process of Capa collecting on said balance which may be due and owing.

Client(s) understand that Capa may retain outside agents to process the above services. Capa and it agent is acting on Client(s) behalf, only for first year residence agent, preparing and filing the above "LP" papers and not in a legal capacity. An attorney should be consulted for legal matters. Client(s) understand that the person negotiating this document is an Independent Contractor and not an Agent or Representative of Capa. CLIENT(S) ARE ADVISED TO PAY BY CHECK, CREDIT CARD, OR ELECTRONIC FUNDS TRANSFER ONLY, MADE PAYABLE TO CAPA.

Client(s) will hold Capa and its Agent harmless from any suits and all litigations and indemnify them from any loss whatsoever kind, directly or indirectly sustained through legal process of the above Limited Partnership services.

DATE:

CLIENT:

CONTRACT/COUNSELOR ACT. #

CLIENT: