**PARTNERSHIP AGREEMENT**

**Between**

**[ADEDIRAN ABASS]**

**And**

**[MALLAM ABU SAMBO]**

**And**

**[INNOCENT WANODI]**

**And**

**[OBIKWELU MARVELOUS]**

**Prepared By:**

**OLUWASEGUN ODUNSI ESQ, LLM.**

FOR: KINGY’S ATTORNEYS

LEGAL PRACTITIONERS,

SUIT 16, AMA-BEC PLAZA

OFF ADDOH ROAD,

LEKKI-AJAH, LAGOS.

07046228252

[*kyattorneys@gmail.com*](mailto:kyattorneys@gmail.com)

[info@](mailto:info@princejoelandassociates.com)kingysattorneys.com

[www.](http://www.princejoelandassociates.com)kingysattorneys.com

**PARTNERSHIP** **AGREEMENT**

**THIS PARTNERSHIP AGREEMENT** is made this17th day of July 2020

**BETWEEN:**

**[ADEDIRAN ABASS]**, (Hereinafter “**Partner**”) which expression shall where the context so admits include his Legal and Personal Representatives, assigns and successors-in-title of the FIRST PART

And

**[MALLAM ABU SAMBO]** (Hereinafter “**Partner**”) which expression shall where the context so admits include his Legal and Personal Representatives, assigns and successors-in-title of the SECOND PART

And

**[INNOCENT WANODI]** (Hereinafter “**Partner**”) which expression shall where the context so admits include his Legal and Personal Representatives, assigns and successors-in-title of the THIRD PART

And

**[OBIKWELU MARVELOUS]** (Hereinafter “**Partner**”) which expression shall where the context so admits include his Legal and Personal Representatives, assigns and successors-in-title of the FOURTH PART

**RECITAL**

The parties hereto wish:

(a) to enter together, into the business of Real Estate Marketing, Building Contractor, General Contracting and merchandise; in order to provide for and carry out the foregoing, to form and do business as a general partnership under and pursuant to the Partnership Law in force in Nigeria.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, agreements and conditions herein contained, it is hereby covenanted, agreed and declared by and among the Partners (as defined herein) as follows:

**ARTICLE 1 - INTRODUCTION**

**DEFINITIONS**

In this Agreement (as defined herein), unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings ascribed below:

* + 1. “**Accountants**” means such firm of accountants as the Partners may from time to time determine to be the accountants of the Partnership (as defined herein);
    2. “**Agreement**”, “**this Agreement**”, “**hereto**”, “**herein**”, “**hereby**”, “**hereunder**” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof, and include any and every instrument supplemental or ancillary to or in implement hereof;
    3. “**Business**” means any business or businesses carried on by the Partnership as may be deemed by the Partners to be in the best interest of the Partnership and any other general business activities related or incidental thereto;
    4. “**Effective Date**” means………day of ………… 20…………;
    5. “**Fiscal Year**” means June 1 to May 31;
    6. “**Partner**” means any one of X or Y or any other partner admitted pursuant to the provisions of this Agreement, “**Partners**” means all of them, and the “**Partnership**” means the partnership established by this Agreement; and
    7. “**Person**” means any individual, firm, corporation, partnership, joint venture, trustee or trust, government or agency thereof, unincorporated association, or other entity and pronouns have a similarly extended meaning.
  1. Number and Gender.

Words importing the singular include the plural and *vice versa* and words importing gender include all genders.

* 1. Governing Legislation.

Except as expressly stipulated in this Agreement to the contrary, the rights and obligations of the Partners and the administration and termination of the Partnership shall be governed by the *Partnership Law* in force in Nigeriaor any successor legislation or other statute which may be passed to take the place of the Act or to amend same.

1. FORMATION OF PARTNERSHIP
   1. Establishment.

Subject to the terms and conditions hereof, the parties hereto agree to carry on the Business in partnership.

* 1. Term.

Subject to the provisions of this Agreement, the Partnership shall commence as of the Effective Date and shall continue for a term ending on the earlier of:

* + 1. the date on which the Partnership is voluntarily dissolved by unanimous agreement of the Partners; or
    2. the date on which the Partnership is dissolved by operation of law.
  1. Name.

The name of the Partnership shall be “**[EVALIST PROPERTY AND BUILDING CONSULT]**” and/or such other name or names as the Partners may from time to time agree upon in writing and no party shall carry on business under such name except as a Partner of the Partnership.

* 1. Place of Business.

The Partnership's principal office and place of business (the "**Office**") shall be **EVALIST PLACE, NO 23, OBONG ARCHIBONG AVENUE, DOLPHINE ESTATE, IKOYI LAGOS.**

The place of business of the Partnership shall be at such place or places as the Partners shall from time to time hereafter determine.

* 1. New Partners.

No person shall be admitted as a Partner except with the unanimous consent in writing of all the Partners.

ARTICLE 3­ - BUSINESS AND PURPOSE

**3.1** The Partnership's business and purpose are to establish a brand fit enough to solve business problems for individuals and socio-economic growth; and to engage in any other business that the Partners, acting in accordance with Article 3 of this Agreement, shall determine.

**3.2.** The Partnership shall have authority and power to engage in any other activities necessary to conduct the business described in Article 3.1 including, by way of illustration and not limitation; Real Estate Marketing, Investment, Management and Development with a drive to providing choice classic, serene, luxury homes within workable budget for their clients and merchandise, and doing all things reasonably incident to the development of the business.

**ARTICLE 4- FINANCIAL MATTERS**

4.1 Initial Financing Requirements.

The initial financing requirements for the start-up of the Partnership as Capital, shall be a the sum of **N3,000,000.00 (Three Million Naira)** which shall be obtained by favour from Eledum Microfinance Bank Limited of Road 4, Suit 16, Ikota Shopping Complex, VGC Lagos (also known as the Creditor).

All assets, stocks and business bank accounts of the Partnership shall be used as collateral to secure the loan sum advanced to the Partnership, and the Creditor shall have a lien on all the assets, stocks and business bank account of the Partnership, **provided that**, upon failure on the part of the Partnership, to liquidate the advanced loan sum, all assets, stocks and business bank accounts of the Partnership shall reverse to the Creditor in liquidation of the advanced loan sum.

4.2 Liquidation of loan sum

The loan sum of N3,000,000.00 (Three Million Naira) given in goodwill by the Creditor, to the Partnership for its start-up, shall be refunded in full before the end of 30 months, beginning from the effective date of this agreement.

The Creditor magnanimously agrees that every 6 (six months) of each fiscal year, 20% of the Partnerships’ profit made, shall be remitted to the Creditor in instalments until final liquidation of the loan, so that, at the end of 30 months beginning from the effective date of this agreement, the advanced loan sum would have been completely refunded to the Creditor.

In the event that there is left a balance in the profit, after the loan sum had been liquidated, 10% of the balance shall be kept in the Partnerships premium account and under no circumstances shall any withdrawals be made from such premium account without the consent of other Partners.

Where after, the 10% has been deducted from the profit balance as above, the percentage left, shall be shared equally amongst the Partners.

4.2 Failure to liquidate loan sum

Upon failure to liquidate the secured loan sum, the Creditor may take further steps as against the Partners in order to secure the loan sum extended to the Partnership for the start-up of its business. The Creditor shall hold a lien on all properties, assets, and income and business accounts of the Partnership upon failure on the part of the Partners to liquidate the loan sum.

**4.3 Partnership shares and capital**

The Partners shall participate in the assets, liabilities, profits, and losses of the Partnership in the equal percentages beside their respective names (their “Partnerships Shares”):

\_\_\_(Adediran Abass)\_\_\_\_\_, 10%

\_\_\_(Abu Sambo)\_\_\_\_­­\_\_, 10%

\_\_\_\_(Innocent Wanodi)\_\_\_\_\_\_\_, 10 %

\_\_\_\_(Obikwelu Marvelous)\_\_\_, 10 %

If further capital is required to carry on the Partnership business, the Partners shall contribute it as required in proportion to their respective Partnership Shares.

No interest accrues on a Partner’s capital contributions to the Partnership in proportion to his Partnership Share. However, if a Partner makes an actual payment or advance for the purpose of the Partnership beyond his Partnership Share (an “Additional Advance”), he is entitled to a reimbursement from the Partnership on the Additional Advance until refunded by the Partnership.

4.4 Net Profits and Losses.

Until otherwise unanimously agreed by the Partners, and subject to the provisions of this Agreement, all profits and losses shall be equally divided among partners. Every partner shall have a separate income account where all the profits will be credited and all losses will be charged, and if a partner loses all his credit balance then the losses will be charged to his capital account.

4.5 Drawings.

Except as specifically provided in this Agreement or by applicable law, no Partner, shall have the right to withdraw his or her contributions to the capital of the Partnership.

4.6 Financial Statements.

Proper accounts shall be kept of all transactions of the Business and at the end of each Fiscal Year or as soon thereafter as possible, a statement shall be prepared showing the income and expenses of the Business for the past year and what belongs and is due to each of the Partners as its share of the profits equally.

4.7 Borrowing or Encumbrance of Partnership Interest.

Neither Partner shall, without the previous consent in writing of the other, sign or encumber its share or interest in the Partnership, borrow money on behalf of the Business or, hire any employee or subcontractor.

4.8 Payment of Obligations.

Each of the Partners shall punctually pay and discharge its separate debts, liabilities, obligations, duties and agreements whether at present or future and keep indemnified the Partnership property and other Partners from all actions, proceedings, costs, claims and demands of every nature.

**4.9 Loan Clause**

Where a Partner decides to take a loan from the Partnership, such loan shall be paid back in full instalment before the end of the next fiscal year as in this Agreement.

In the event that the Partner fails to liquidate the loan sum before the end of the next fiscal year, a grace period of 3 months may be given upon his application for such period of grace.

Where after expiration of the grace period, the Partner fails to liquidate the loan sum; necessary steps as unanimously agreed by the Partners will be taken in order to recover the loan sum.

**4.10 Partnership Savings Account**

There shall be an account in the name of the Partnership as savings where all monies will be kept (after profit has been shared) for the financing of the Partnership, and future occurrences and no Partner shall make any withdrawals therefrom without prior consent of the other Partners.

**4.11 Gifts**

Where gifts, such as cash or item is being advanced to the Partnership, such gift, either cash or item, as the case may be, shall be used to finance the objectives of the Partnership; provided that in the case of the cash, such shall be kept in the Partnership savings account.

4.12 Indemnification

It is the duty of each partner to indemnify the other partners from all the expenses and liabilities incurred due to any negligence or misconduct.

4.13 Salaries

Unless otherwise agreed by the Partners, no Partner shall receive any salary or other compensation (except for reimbursement of reasonable out-of-pocket expenses incurred on the Partnership's behalf) for services rendered to or for the Partnership.

**4.14 Signatories**

Each Partner shall be signatories to the account of the Partnership unless otherwise agreed by Partners in a meeting called for that purpose.

ARTICLE 5 - management

5.1 Management.

Final authority, management and control of the business and affairs of the Partnership shall be vested in the Partners.

Each Partner shall devote to the business of the Partnership so much of his or her time as shall in such Partner’s sole judgment be reasonably necessary for the efficient operation of the business.

5.2 Action of the Partners.

The powers of the Partners may be exercised by resolution passed at a meeting of the Partners or by resolution consented to by the signatures of the Partners.

5.3 Delegation of Authority.

The Partners may at any time and from time to time by resolution passed at a meeting of the Partners delegate any power or authority relating to the management of the business and affairs of the Partnership to any Partner and the exercise of any such authority or authority by such Partner shall be valid and binding upon all Partners until such power or authority has been rescinded by resolution.

**5.4 Decision Making**

Notwithstanding any provision in this agreement, all decisions shall be made by majority votes cast by all Partners and members (where such members are newly joined). This partnership shall operate by Democratic Process which encourages Open discussion amongst the Partners. In the light of this, each partner has an opportunity to ask questions, share concerns and present alternatives.

**5.5 Deadlock**

In the event that the Partners are unable to reach a unanimous decision or where a tie exists amongst the Partners, within 15 days, of the date such matter was first presented to the Partnership, such dispute shall be resolved by referring same to an Arbitrator as in 8.1

5.6 Place of Meeting.

Meetings of the Partners shall be held at the principal office of the Partnership, or, at such other place as the Partners may by unanimous agreement, determine.

5.7 Calling of Meetings.

Meetings of the Partners shall be held from time to time at such time and on such day with notice in accordance with Article 7.2 of this Agreement.

5.8 Power of Attorney.

Each Partner grants to the other Partner for such time as he remains a Partner to this Agreement, an irrevocable power of attorney for the purposes of filing any notices or registrations as may be required by law in connection with the existence or carrying on of the business of the Partnership.

5.9 Fiscal Year.

Until changed, with the unanimous approval of the Partners, the Fiscal Year shall be the calendar year of the Partnership.

5.10 Banking Arrangements.

The Partners agree that the Partnership shall enter into banking arrangements with any bank or banks or other financial institutions as the Partners shall agree on. All cheques, drafts and other instruments and documents on behalf of the Partnership may be signed by any one of the Partners alone, unless otherwise agreed among the parties. All Partnership money shall, when received from time to time, be paid and deposited with the bankers of the Partnership to the credit of the Partnership account.

5.11 Books and Records.

Complete and accurate books of account shall be kept at the principal place of business of the Partnership and shall show the condition of the business and finances of the Partnership, and each Partner shall have access to, and may inspect any part thereof.

5.12 Partnership Property.

Unless otherwise unanimously agreed by the Partners or unless registered in the name of a trustee, all Partnership property shall be registered in the name of the Partnership in proportion to the Capital Account of each Partner.

ARTICLE 6 - determination of partnership

6.1 General.

Except as expressly permitted in this Article 6, or as otherwise unanimously agreed to in writing by the Partners, no Partner may sell, assign, convey, transfer, mortgage, charge or otherwise encumber all or any part of its share or interest in the Partnership.

6.2 Dissolution.

The Partnership shall be dissolved at any time by unanimous resolution of the Partners passed at a meeting of the Partners called for that purpose. The Partnership may also be terminated by unanimous agreement in writing signed by all of the Partners.

6.3 Determination.

In the event of the dissolution of the Partnership, the Partnership shall terminate and a proper accounting shall be made of the premium and income accounts of the Partnership and the profit or losses of the Partnership to the date of dissolution by any person who is a Professional Accountant, appointed by the Partners. The assets of the Partnership shall be liquidated and the proceeds of such liquidation shall then be distributed as follows, unless the Partners otherwise unanimously agree:

* + 1. firstly, to repay all costs, debts, expenses, liabilities and obligations of the Partnership;
    2. secondly, to pay to each Partner his equal share of the capital; and
    3. thirdly, to divide the surplus, if any, between the Partners in equal proportions.

In the event that such liquidation proceeds shall not be sufficient to satisfy the liabilities of the Partnership, each of the Partners shall contribute in equal share, such further funds as shall be necessary to satisfy in full, the liabilities of the Partnership.

6.4 Agreements with Transferees.

In the event that any Partner (in this Section 6.4 called the “**Transferor**”), pursuant to the terms and conditions hereof, purports to transfer all, but not less than all, of its interest or share in the Partnership to any Person (such Person in this Section 6.4 called the “**Transferee**”), then no such transfer shall be made or shall be effective until the Transferee enters into an agreement with the other Partner hereto whereby the Transferee agrees to assume and be bound by all of the obligations of the Transferor and to be subject to all of the terms and conditions of this Agreement.

6.5 Restraining Order.

In the event that any Partner shall at any time purport to transfer, charge or mortgage its interest or share or any part thereof in the Partnership in violation of the provisions of this Agreement, then that Partner shall, in addition to any rights and remedies which may be available to such him, at law or in equity, be entitled to a decree or order restraining such transfer, charge or mortgage.

ARTICLE 7 - general

7.1 Headings.

The headings of any Article, Section or part thereof are inserted for purposes of convenience only and shall not form part hereof and shall not be considered in the interpretation hereof.

7.2 Notices.

Any notice, demand, request, consent, agreement or approval which may or is required to be given, pursuant to this Agreement shall be in writing and shall be sufficiently given or made if served personally upon the party or a representative or officer of the party for whom it is intended, or mailed by certified or registered mail, postage prepaid, or telexed, telegraphed, or tele copied, addressed at such address to such officers as a party may from time to time advise to the other parties by notice in writing. The date of receipt of any such notice, demand, request, consent, agreement or approval if served personally shall be deemed to be the date of delivery thereof, or if mailed as aforesaid, the second business day, following the date of mailing, or if delivered via telex, telegraph, or tele copier, the business day following transmission.

7.3 Governing Law.

The validity and interpretation of this Agreement shall be governed exclusively by the Partnership Law of Lagos state, applicable therein.

7.4 Severability.

The invalidity or unenforceability of any particular provision of this Agreement shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such invalid or unenforceable provision was omitted.

7.6 Entire Agreement.

This Agreement embodies the entire and final agreement of the Partners with regard to the Partnership and no representations, warranties, agreements, understandings, verbal or otherwise, exist between the Partners except as herein expressly set out.

7.7 Amendments.

This Agreement shall be amended from time to time as the Partners as otherwise unanimously agree to in writing.

No amendment, alteration, change, qualification or modification of this Agreement shall be valid unless it is in writing and signed by each Partner hereto and any such amendment, alteration, change, qualification or modification shall be adhered to and have the same effect as if they had been originally embodied in and formed a part of this Agreement.

7.8 Time.

Time is of the essence of this Agreement and of every part hereof.

7.9 Further Assurances.

The Partners hereto, and each of them, covenant and agree that each of them shall and will, upon reasonable request of the other Partners, make, do, execute or cause to be made, done or executed all such further and other lawful acts, deeds, things, devices and assurances whatsoever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.

7.10 Enurement.

This Agreement and the provisions hereof shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns; in other words, this agreement shall bind and benefit the Partners and their respective heirs, executors, administrators, personal representatives, successors, and assigns.

7.11 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

**7.12 Legal title to partnership property**

Legal title to the property of the Partnership shall be held in the name of the Partnership as stated 2.3 above or in such other name or manner as the Partners shall determine. It is contemplated that the Partners may agree to have title to Partnership Property taken and held in their own names or in the names of trustees or nominees for the Partnership, but such manner of holding title shall be solely for the convenience of the Partnership and all such property shall be treated as Partnership Property subject to the terms of this Agreement.

**7.13 Further Actions**

The Partners agree that they and each of them will take whatever action or actions as are deemed by Counsel to the Partnership to be reasonably necessary or desirable from time to time to effectuate the provisions or intent of this Agreement, and to that end the Partners agree that they will execute, acknowledge, seal and deliver any further instruments or documents which may be necessary to give force and effect to this Agreement or any of the provisions hereof, or to carry out the intent of this Agreement, or any of the provisions hereof.

**7.14 Limitation**

Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. If there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the Partners have no legal right to contract, the later shall prevail, but in such event the provisions of this Agreement thus affected shall be curtailed and limited only to the extent necessary to conform with said requirement of law. If any part, article, section, paragraph or clause of this Agreement shall be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement shall not fail on account thereof, and the balance of the Agreement shall continue in full force and effect.

**7.16 Insurance**

The Partnership shall have the right to make application for, take out and maintain in effect, such policies of life insurance on the lives of any or all of the Partners, whenever and in such amounts as the Partners acting in accordance with this Agreement. Each Partner shall exert his or her best efforts and fully assist and cooperate with the Partnership in obtaining any such policies of life insurance.

**ARTICLE 8 - ARBITRATION**

**8.1** Any dispute between the Partners arising out of or related to this agreement and any amendments to it, whether before or after dissolution of the Partnership, shall be referred to and settled by a single arbitrator agreed upon by the Partners or, in default of such agreement, to a single arbitrator appointed pursuant to the legislation governing submissions to arbitration in Nigeria. The decision of the arbitrator is final and binding on the Partners with no right of appeal.

**IN WITNESS WHEREOF** the parties hereto have duly executed this Agreement in the day and year first mentioned above

**SIGNED, SEALED AND DELIVERED**

by the within named First Partner

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ADEDIRAN ABASS**

IN THE PRESENCE OF:

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPATION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by the within named Second Partner

­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MALLAM ABU SAMBO**

IN THE PRESENCE OF:

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPATION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by the within named Third Partner

­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**INNOCENT WANODI**

IN THE PRESENCE OF:

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPATION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED, SEALED AND DELIVERED**

by the within named Fourth Partner

­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**OBIKWELU MARVELOUS**

IN THE PRESENCE OF:

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

OCCUPATION:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_