

# Investor-Focused LLP Agreement Sample

This **INVESTOR-FOCUSED LIMITED LIABILITY PARTNERSHIP AGREEMENT ("Agreement")** is made as of [Date], by and among the Designated Partners and Investors as listed below (collectively, the "Partners") of [LLP Name], a Limited Liability Partnership ("LLP") registered under the laws of [Jurisdiction].

## 1. DEFINITIONS

**"Designated Partners":** The partners responsible for managing the LLP.

**"Investors":** Partners who have contributed capital but do not participate in management.

**"Capital Contribution":** The total amount contributed by each partner to the LLP.

## 2. OBJECTIVE OF THE LLP

The principal business of the LLP is to [describe business activity], for the benefit of all Partners.

## 3. CAPITAL CONTRIBUTIONS AND PROFIT SHARING

1. Investors shall contribute capital as outlined in **Schedule A** attached hereto.
2. Profits and losses shall be distributed in proportion to each Partner's capital contribution unless otherwise agreed in writing.
3. Withdrawals or distributions to Investors shall be subject to LLP's cash flow and solvency.

## 4. MANAGEMENT

1. The management of the LLP shall vest solely with the Designated Partners.
2. Investors shall have no authority to bind the LLP except as agreed in writing.
3. Major decisions (as defined in Schedule B) require approval of both Designated Partners and Investors holding at least [X]% of capital.

## 5. RIGHTS OF INVESTORS

1. The LLP shall provide Investors with quarterly financial reports.
2. Investors may inspect the books and records of the LLP with reasonable notice.
3. Investors have the right to receive distributions as per Section 3.

## 6. TERM AND TERMINATION

1. This Agreement shall continue until dissolved by mutual consent, operation of law, or as set out in Schedule C.
2. Upon termination, the assets of the LLP shall be liquidated and distributed to the Partners based on their respective shares.

## 7. CONFIDENTIALITY

All Partners agree to maintain confidentiality regarding the business of the LLP and not disclose any

proprietary information to third parties.

## 8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of [Jurisdiction]. Disputes shall be resolved by arbitration in accordance with the Arbitration Rules of [Institution].

## SIGNATURES

IN WITNESS WHEREOF, the Partners have executed this Agreement as of the date first written above.

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Designated Partner 1

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Designated Partner 2

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Investor 1

### Important Notes about Investor-Focused LLP Agreements:

- This sample is for reference only; always seek professional legal advice.
- Clearly defining management and investor roles reduces conflict.
- Profit sharing and return of capital provisions protect investor rights.
- Regular reporting obligations enhance transparency.
- Dispute resolution mechanisms are crucial for long-term partnership stability.