

## Limited Partnership Agreement

This Limited Partnership Agreement (the "Agreement") is made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. The Partners in this agreement are as follows:

**14107 AZUL LLC**, a Florida limited liability corporation as General Partner, and Richard Zimmerman

a Limited Partners (individually a Limited Partner and collectively the Limited Partners).

**WHEREAS**, the Partners desire to enter into a Limited Partnership Agreement to set out formally all terms and conditions of their limited partnership, their respective rights and obligations with respect to the Partnership, the purposes of the Limited Partnership, the relationship among the Partners, and other matters,

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual covenants and conditions contained in this Agreement, the Partners of this Agreement agree to the following:

### **Name:**

The Limited Partnership will be known as **14107 AZUL LP** (the "Limited Partnership"). However, the business of the Limited Partnership may be conducted, on compliance with all applicable laws, under any other name determined to be appropriate or advisable by the General Partner.

### **The Limited Partnership:**

- The Partners wish to become legal partners in the business.
- The terms and conditions of their Limited Partnership will be outlined in this Agreement
- If the Agreement is executed, the Limited Partnership will be in effect on \_\_\_\_\_, 2014.
- The Limited Partnership will only be terminated as outlined in this Agreement.
- The Limited Partnership's primary place of business will be 90 Alton Rd., # 1703, Miami Beach, FL 33139.
- The Limited Partnership will be governed under the laws of the state of Florida.
- The Limited Partnership's primary purpose is the acquisition, management, improvement, positive cash flow distribution among the Partners and eventual resale of commercial properties in Florida.
- The Partnership will offer 10 Limited Partnership units @ \$ 50,000 per unit for sale to Limited Partners plus the General Partner will hold one Partnership unit.
- The Partnership will raise a total of US \$ 500,000 for the Partnership's benefit.

### **Power of Attorney**

The Limited Partner(s) irrevocably appoint the General Partner (s) as their attorney in fact to make execute, acknowledge, certify, deliver, and file with respect to the Limited Partnership or any successor to it:

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- a) Any Certificate of Limited Partnership and all amendments or restatements that may be required or permitted from time to time pursuant to the provisions of this Agreement or the laws of the State;

b) Any and all papers that may be deemed necessary or desirable by the General Partner to effect the termination of the Limited Partnership after its dissolution as provided for in this Agreement; and

c) Any and all other instruments, documents, and certificates that may from time to time be required by the laws of any state, the United States of America, or any political subdivision or agency, to effectuate, implement, continue, and defend the existence, rights and property of the Limited Partnership and the purposes set forth in this Agreement.

**Contributions:**

The Limited Partner of this Agreement will make an initial contribution to the Limited Partnership as follows:

- \_\_\_\_\_ units for a total of US \$ \_\_\_\_\_

Contributions will be submitted no later than \_\_\_\_\_, 2014. All capital contributions are final unless all partners give written consent of withdrawal. The General Partner shall make additional cash contributions to the Partnership from time to time. No Limited Partner shall be required to make any additional capital contribution. All contributions will be deposited into a joint individual capital account.

**Management of Partnership Interest and Authority:**

The business and affairs of the Limited Partnership shall be managed solely by the General Partner(s), and the General Partner(s) shall have the exclusive right and power to manage, operate, and control the Limited Partnership, to do all things necessary or appropriate to carry on its business and purposes, including , but not limited to, the right to incur and satisfy obligations relating to the operation of the Limited Partnership, and to exercise all rights and powers conferred on the General Partner(s) by law.

The General Partner(s) have full charge of the development, management, conduct and operation of the Limited Partnership's business, except as limited in this Agreement, and their decisions are binding on the Limited Partnership. By illustration, and without serving as a limitation on this authority, the General Partner(s) have authority, at the expense of the Limited Partnership, to employ agents, employees, independent contractors, attorneys and accountants as they deem reasonable necessary; to alter, improve, repair, replace and redevelop Limited Partnership property; to obtain and maintain necessary insurance for the proper protection of the Limited Partnership and the Partners; to pay, collect, compromise, arbitrate or otherwise adjust any and all claims or demands of or against the Limited Partnership; to sell, subject to other provisions of this Agreement, any , all or substantially all of the assets of the Limited Partnership, to execute appropriate documents, including without limitation deeds, in connection with any such sale , and to collect and administer the proceeds of any such sale; to bind the Limited Partnership in all transactions involving the Limited Partnership's property, real or personal , or business affairs, and to borrow money as it may be necessary from time to time in

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the name of and on behalf of the Limited Partnership and pledge as security for repayment of such loans all or any of the assets of the Limited Partnership.

**The Partner's ownership interest in the Partnership will be as follows:**

- GLOBALTERRA, INC., the GP 60%
- The Limited Partners 40%

One Limited Partnership unit \$ 50,000 will have 4% ownership interest.

Therefore, the Limited Partner of this Agreement will have \_\_\_\_\_% ( \_\_\_ x 4) ownership interest in the Partnership.

The Partner's authority will be defined by the following unless otherwise stated in the Agreement: All decisions for contract or otherwise will be made based on a majority vote of percent of ownership. Each Partner will have the authority based on majority vote of percent ownership outlined above in the Agreement. All decisions for contract or otherwise will be made based on a majority vote of percent of ownership among General Partners. Each Partner will have the authority based on their percent ownership outlined above in the Agreement.

**Allocation of Income, Cost and Loss**

For each full or partial taxable year of the Limited Partnership, each item of the Limited Partnership's income , loss , deduction, credit, and tax preference with respect to or resulting from Limited Partnership operations or from any Capital Transaction shall be allocated among the Partners for income tax purposes pro rata in accordance with their respective Partner's Percentage Interests.

**Manner of Cash Distributions:**

Distributions of Cash Flow shall be made to each of the Partners pro rata in accordance with their respective Partner's Percentage Interest.

**Reimbursement From the Limited Partnership:**

The General Partner(s) shall be entitled to reimbursement from the Limited Partnership for all out-of-pocket expenses reasonably paid or incurred by it, on behalf of the Limited Partnership, in connection with the performance of its functions or the discharge of its obligations under this Agreement. This reimbursement shall have priority over cash distributions to Partners.

**Liability of the General Partner:**

The General Partner(s) shall not be liable, responsible, or accountable in damages or otherwise to the Limited Partnership or any of its Partners for any failure to take any action or for the taking of any action within the scope of the authority conferred on it by this Agreement, made in good faith or based on an opinion of counsel (Permitted Acts). The General Partner shall not be liable to the Limited Partners because any taxing authorities disallow or adjust any deductions or credits claimed in the Limited Partnership's income tax returns or for the return of all or any portion of the capital

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contributions of the Limited Partners. The General Partner(s) shall be liable, responsible, and accountable in damages or otherwise to the Limited Partnership and the Partners for any acts performed by the General Partner arising out of or resulting from the fraud , bad faith, or gross negligence of the

General Partner or the failure of the General Partner to comply in any material respect with any representation, warranty, covenants , condition, or other agreement of the General Partner contained in this Agreement (Excluded Acts),

**Indemnification of the General Partner:**

The General Partner shall be entitled to indemnity from the Limited Partners on account of any claim , liability, action, or damage arising from or relating to any Permitted Act of the General Partner and on account of all reasonable attorney's fees incurred in connection with it. The General Partner shall not be entitled to indemnity from the Limited Partners on account of any claim, liability, action , or damage arising from or relating to any Excluded Act of the General Partner . Any indemnity under this Section or otherwise shall be paid out of and only to the extent of the Limited Partner's assets.

**Limited Partner's rights to Participate in Management:**

Except as otherwise provided in this Agreement, the Limited Partners shall have only those rights granted to limited Partners pursuant to the applicable State laws and shall have no right to , nor shall they take any part in or interfere with the conduct, control, or management of the business of the Limited Partnership. No Limited Partner shall have the power to sign for or bind the Limited Partnership. Any exercise by the Limited Partnership of their rights under this Agreement shall be deemed to be an action affecting the agreement among the Partners and not an action affecting the management or control of the business of the Limited Partnership.

**Limited Liability:**

Subject only to the provisions of the Uniform Limited Partnership Act applicable to the State, no Limited Partner shall have personal liability of any kind for any debts, liability, or other obligations of the Limited Partnership.

**Restriction on Outside Activities of the General Partner and the Limited Partners:**

The General Partner and each of the Limited Partner agree to refrain from engaging or participating in the development or management of any business, within the same geographical area that might be competitive with Limited Partnership during the term of the Agreement.

**Partner Roles:**

**-Management Roles:**

14107 AZUL LLC : The General Partner (“GP”) will be responsible for the day to day operation of the partnership. The General Partner will hire property manager(s) and or other personal in order to insure operation of the Partnership's business. The General Partner will provide monthly reports to the Limited Partners about income, expense and all other related matters with regard to the operation. The General Partner will be responsible to provide financial information and distribution of surplus cash flow to the Partners of the Hotel. General Partner will be responsible to hire contractors for any work, improvements, City code requirements, or any other aspects with regard to property maintenance or property improvements.

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**Accounting:**

a. **Books of Account.** The General Partners are to maintain the Limited Partnerships books and records at a location designated by them. Each partner has the right of access to the books and records of the Limited Partnership at any time during normal business hours. The books and records are to be kept according to generally accepted accounting practices. The books and records are to utilize the cash receipts and disbursements method and be applied in a consistent manner appropriate for the Partnerships business. The Books of Account will reflect all Limited Partnership transactions. At a minimum all accounts related to the Partnership including contribution and distribution accounts will be audited once per year.

b. **Reports and Accounts.** As soon as reasonably practicable after the end of each Accounting Period, each Limited Partner shall be provided with a report audited by an independent certified public accountant elected by the General Partner that contains: the balance sheet of the Limited Partnership as of the last day of that Accounting Period, a statement of profit and loss showing the amounts allocated to or against that Limited Partnerships account with respect to the Accounting Period.

c. **Tax Return.** As soon as reasonably practicable after the end of each tax year, or other tax period (for federal and state income tax purposes), each Partner shall be provided with copies of all federal and state partnership tax returns prepared by the Limited Partnership or by an independent certified public accountant selected by the General Partners partners. Tax Elections that are available to the Limited Partnership may be exercised at the discretion of the General Partners partners.

d. **Fiscal Year.** The fiscal year will be complete on December 31 first of each year. All Partners will present their position on the state of the Limited Partnership within two weeks of the completion of each fiscal year.

di. The following partners will be able to sign checks from any Limited Partnership account:  
–President, CEO and CFO of 14107 AZUL, LLC.

#### **New Partners:**

Subject to all 10 Limited Partnership units sold, the Limited Partnership will amend this agreement to include new limited partners upon the written and majority vote of all Partners.

The name of the Limited Partnership may be amended if a new partner is added to the Limited Partnership upon the written and majority vote of all Partners.

#### **Transfer of Interest in Partnership**

The General Partner has the right of first refusal for any Limited Partnership interest to be sold by any Limited Partner.

a. Restrictions of Transfer.

No General Partner may assign, mortgage, pledge, sell or otherwise transfer that General Partner's majority interest as General Partner in the Limited Partnership without the consent of a majority interest of all other General Partners and the consent of a majority in interest of all of the Limited Partners.

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The whole or any portion of the interest of a Limited Partner may be disposed of, provided that: Any disposition is not made to any person who is incompetent or has not attained the age of majority, or to any person not lawfully empowered to own such interest; Any disposition is made with the consent of

the General Partners, none of whom is obligated under any circumstance to give consent. The Limited Partner who makes the disposition and the person receiving the disposition will execute and deliver to the General Partners all instruments necessary in connection with the disposition as are in a form satisfactory to the General Partners.

A disposition is not effective if it would result in either an termination of the Limited Partnership for purposes of federal income taxation, unless the disposition is given consent by a majority in interest of the partners, or a violation of any federal or state securities law.

The General Partners may, but are not obligated to , acquire interest in the Limited Partnership from any willing Limited Partner.

b. **Withdrawal of General Partner.**

The withdrawal of any person as a General Partner for any reason does not constitute a breach of this Agreement. The withdrawing General Partner then becomes a Limited Partner , and will retain the economic interest (previously held as a General Partner) as a Limited Partner. If after the withdrawal, there remains other General Partners, these General Partners will continue the business of the Limited Partnership. "Withdrawal" shall include the separation of the General Partner due to death, dissolution, insanity, bankruptcy, retirement, resignation, expulsion, operation of law, or any other incapacity or circumstances that prevents the General Partner from effectively discharge-ing the duties of a General Partner under this Agreement.

**Dissolution:**

Should the Limited Partnership be dissolved by majority vote, the Limited Partnership will be liquidated, and the dept will be paid. All remaining funds after debts have been paid will be distributed based on the percentage of ownership interest outlined in the Agreement.

**Liquidation**

The General Partner or the Liquidating Partners, as the case may be, shall take or cause to be taken a full account of the Limited Partnership's assets and liabilities as of the date of the dissolution and shall proceed with reasonable promptness to liquidated the Limited Partnership's assets and to terminate its business on a dissolution of the Limited Partnership.

The assets of the Limited Partnership, as and when available, shall be applied in the following order:

(1)To the payment of all taxes, debts and other obligations and liabilities of the Limited Partnership, including the necessary expenses of liquidation, provided, however, that all debts and other obligations and liabilities of the Limited Partnership as to which personal liability exists with respect to any Partner shall be satisfied, or a reserve established for them, prior to the satisfaction of any other debt or other obligation or liability of the Limited Partnership as to which no personal liability of the General Partner exists; and provided further, however, that if a contingent debt, obligation, or liability exists , a reserve, in such amount as the General Partner or the Liquidating Partners deem reasonable, shall be established to meet the contingent debt, obligation, or liability, which reserve shall be distributed as provided here, only on the termination of the contingency;

(2)To the Partners pro rata in accordance with their respective Partner's Percentage Interest.

The General Partner or the Liquidating Partners shall administer the liquidation of the Limited

Partnership and the termination of its business. It shall be allowed a reasonable time for the orderly liquidation of the Limited Partnership's assets and the discharge of liabilities to creditors, so as to minimize losses resulting from the liquidation of the Limited Partnership's assets. Notwithstanding anything to the contrary elsewhere provided in this Agreement, the General Partner or the Liquidating Partners shall not be personally liable for the return of any part of any Partner's capital contribution. Any return shall be made solely from the Limited Partnership's assets.

Except as otherwise priced in this Agreement, no dissolution or termination of the Limited Partnership shall relieve, release, or discharge any Partner, or any of his or her successors, assigns, heirs, or legal representatives from any previous breach or default of, or any obligation incurred or accrued under, any provision of this Agreement, and any and all liabilities, claims, demands, or causes of action arising from any of those breaches, defaults, and obligations shall survive the dissolution and termination.

On compliance with the foregoing plan of liquidation and distribution, the Limited Partnership shall be terminated and the General Partner or the Liquidating Partners shall file or cause to be filed a cancellation of the Certificate of Limited Partnership.

**Amendments:**

- Amendments may be made hereto upon the unanimous and written consent of all Partners.
- Amendments must be expressly written and have the original signatures of all Partners.

**Notices:**

Unless otherwise provided in this Agreement, any offer, acceptance, election, approval, consent, certification, request, waiver, notice, or other communication required or permitted to be given shall be deemed given only, if in writing, when delivered personally (with receipt acknowledged) or mailed first class, certified mail, return receipt requested, postage prepaid to the Partners at the address set forth below:

General Partner:  
90 Alton Rd., # 1703, Miami Beach, FL 33139

Limited Partner(s):

**Entire Agreement:**

Except as otherwise expressly provided in this Agreement, this Agreement contains the entire agreement of the Partners with respect to the terms and conditions of the Limited Partnership and supersedes all prior agreements, certificates, and understandings, oral or otherwise, among the Partners with respect to these matters.

**Waivers:**

Except as otherwise expressly provided in this Agreement, no purported waiver by any Partner of any breach by another Partner of any of his or her obligations, agreements, or covenants shall be effective unless made in writing subscribed by the Partner or Partners sought to be bound, and no failure to pursue or elect any remedy with respect to any default under or breach of any provision of this Agreement shall be deemed to be a waiver of any other subsequent default or breach, or any election of remedies available, nor shall the acceptance or receipt by any Partner of any money or other consideration due him or her under this Agreement, with or without knowledge of any breach under this Agreement, constitute a waiver of any provision of this Agreement with respect to that or any other breach.

### **Headings and Number:**

The section headings contained in this Agreement have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any provisions of this Agreement, nor in any way affect any of the provisions. Where appropriated, the singular number shall be deemed to include the plural, and the plural number shall be deemed to include the singular.

### **Severability:**

Each provision of this Agreement shall be considered to be severable. If, for any reason, any provision or any part of a provision is determined to be invalid and contrary to any existing or future applicable law, the invalidity shall not impair the operation of or affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or provisions had been omitted.

### **Counterparts:**

This Agreement may be executed in one or more counterparts. Each counterpart shall be deemed for all purposes to be an original, but all of the counterparts together shall constitute but one and the same instrument binding on all Partners.

### **Benefit:**

This Agreement shall be binding on and insure to the benefit of the Partners and their respective executors, administrators, and successors. This Agreement shall not be deemed by a Partner of any of his or her rights or obligations except as expressly provided in this Agreement.

### **Further Actions:**

Each of the partners agrees that he or she shall hereafter execute and deliver such further instruments and do such further acts and things as maybe required or useful to carry out the intent and purpose of this Agreement and are not inconsistent with law or the terms of this Agreement.

### **Prohibition against Partition:**

Each of the partners permanently waives and relinquishes any and all rights he or she may have to

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cause any property of the Limited Partnership to be partitioned, it being the intention of the Partners to prohibit any Partner from bringing a suit for partition against the other Partners, or any of them.

**Settling Disputes:**

All Partners agree to enter into mediation before filing suit against any other Partner or the Limited Partnership for any dispute arising from this Agreement or Limited Partnership; Partners agree to attend one session of mediation before filing suit. If any Partner does not attend mediation, or the dispute is not settled after one session of mediation, the Partners are free to file suit. Any law suits will be under the jurisdiction of the state of Florida.

All Partners signed hereto agree to the above stated Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature: \_\_\_\_\_  
General Partner

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

Signature: \_\_\_\_\_  
Limited Partner