

**DATED**

**(1)** <<Names of Parties to Limited Liability Partnership Agreement>>

-and-

**(2)** <<Name of Joining Party>>

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**DEED OF ADHERENCE**

**to**

**Limited Liability Partnership Agreement**

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**THIS DEED OF ADHERENCE** is dated and made on the                      day of

## **PARTIES**

- 1) The persons whose names and addresses are set out in Schedule 1 (the “Existing Members”); and
- 2) <<Name of Joining Party>> of <<Address>> (the “New Member”).

## **BACKGROUND**

- a) The Existing Members have been operating as a limited liability partnership engaging in the business of <<Nature of LLP Business>> under the name <<Name of LLP Business>> (“the LLP”).
- b) This Deed is supplemental to a limited liability partnership agreement made between the Existing Members and dated <<Date of Agreement>> (the “LLP Agreement”).
- c) The New Member wishes to be admitted to the LLP, and in accordance with Clause <<Clause Number>> of the LLP Agreement, the [Existing Members] / [Designated Members] / [Other]<sup>1</sup> have approved the appointment of the New Member.
- d) All terms not defined below are as defined in the LLP Agreement<sup>2</sup>.
- e) The New Member has received a copy of the LLP Agreement and wishes to become bound by it in accordance with the terms set out below.

### **1. Definitions and Interpretations**

“Effective Date” means [<<Date OR the Date of this Deed>> ]

### **2. Agreed Terms**

#### **2.1 Adherence to the LLP Agreement**

As at the Effective Date, the New Member hereby becomes a party to the LLP Agreement and undertakes and covenants as a separate covenant with each of the Existing Members to assume, observe, perform, discharge and be bound by all liabilities and obligations arising under the LLP Agreement and to be bound by the LLP Agreement as if the New Member were an original party to the LLP Agreement.

#### **2.2 Capital<sup>3</sup>**

The New Member shall within <<[30]>> days of the Effective Date provide a Contribution to the LLP in the sum of <<£ Figure>> by payment into the LLP bank account. The Capital of the LLP shall be adjusted accordingly and the New Member shall receive a Member’s Share in accordance with [Clause 8.2]<sup>4</sup> of the LLP Agreement.

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<sup>1</sup> Check the LLP Agreement to see who needs to approve the appointment of a new member. If your existing agreement is the Simply-Docs agreement CO.LLP.01, this clause should read, “... in accordance with Clause 15.8.2 of the LLP Agreement, the Existing Members have approved the appointment of the New Member.”

<sup>2</sup> The defined terms are as set out in the Simply-Docs LLP Agreement, CO.LLP.01.

<sup>3</sup> This template assumes that the contribution being made to capital is cash. The definition of “Contribution” in the Simply-Docs LLP Agreement provides for assets as well as cash to be paid in. However if the contribution is made in assets, this will need to be specified here and valued as it is this value that will be credited to the Member’s Share and appear in the relevant LLP accounts.

<sup>4</sup> Clause 8.2 is the relevant clause of the Simply-Docs LLP Agreement CO.LLP.01.

### 3. Profits and Losses

Subject to the relevant provisions of the LLP Agreement;

3.1 the New Member shall be entitled to a share of the net profits (or losses) arising from the LLP;

3.2 thereafter, the New Member shall be entitled to the profits for each Accounting Year (an Accounting Year being the period from the accounts date to the next), and shall bear any losses for the same in the proportion specified opposite [his/her] name in Column 2 of this Deed;

3.3 the New Member shall be jointly and severally liable for all losses, debts or liabilities arising prior to the Effective Date, and shall be jointly and severally liable to indemnify the LLP against all losses debts and liabilities arising from the LLP.

### 4. Drawings

From the Effective Date, the New Member shall be entitled to [his/her] Drawings under Clause [10] of the LLP Agreement.

### 5. Variation of the LLP Agreement

[Schedule <<Schedule Number>>] of the LLP Agreement shall be read in conjunction with Clause <<Clause Number>>] of the LLP Agreement. All other terms of the LLP Agreement shall apply.

### 6. Applicable Law and Jurisdiction

This Deed and any dispute arising out of or in connection with its subject matter (including any non-contractual obligations arising there from or associated therewith) shall be governed by the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts.

**IN WITNESS** whereof the parties have signed and conditionally delivered this Deed on the date stated at the beginning of this Deed.

Executed as a Deed by  
<<Name of Existing Member>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

Executed as a Deed by  
<<Name of Existing Member>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

Executed as a Deed by  
<<Name of Existing Member>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

Executed as a Deed by  
<<Name of Existing Member>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

Executed as a Deed by  
<<Name of New Member>>

in the presence of:

Witness signature .....  
Witness name .....  
Witness address .....

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Name of Existing Member	Name of Existing Member
<< Name >>	<< Name >>
<< Name >>	<< Name >>
<< Name >>	<< Name >>
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<b>Names of the Members (Existing and New Members)</b>	<b>Capital Contribution</b>	<b>Share</b>	<b>Monthly Drawing</b>
<<Name>>	<<Amount>>	<<Amount>>	<<Amount>>
<<Name>>	<<Amount>>	<<Amount>>	<<Amount>>
<<Name>>	<<Amount>>	<<Amount>>	<<Amount>>
<<Name>>	<<Amount>>	<<Amount>>	<<Amount>>
<<Name>>	<<Amount>>	<<Amount>>	<<Amount>>