### DATED

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

-and-

(2) <<Name of Joining Party>>

# DEED OF ADHERENCE

to

Limited Liability Partnership Agreement

**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

- The Existing Members have been operating as a limited liability partnership engaging a) in the business of <<Nature of LLP Business>> under the name <<Name of LLP Business>> ("the LLP").
- This Deed is supplemental to a limited liability partnership agreement made between b) 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.
- All terms not defined below are as defined in the LLP Agreement<sup>2</sup>. d)
- 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.

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

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.

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

<sup>&</sup>lt;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>&</sup>lt;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 prov

- 3.1 the New Member st arising from the LLF
- 3.2 thereafter, the New (an Accounting Yea bear any losses for [his/her] name in Co
- 3.3 the New Member s prior to the Effect severally to indemn arising from the LLF

### 4. Drawings

From the Effective Date, under Clause [10] of the Ll

# 5. Variation of the LLP Agre

[Schedule <<Schedule Nu LLP Agreement shall be re of the LLP Agreement shal

### 6. Applicable Law and Juris

This Deed and any dispute matter (including any nonassociated therewith) sha subject to the exclusive juri

**IN WITNESS** whereof the parties the date stated at the beginning of

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

in the presence of:

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

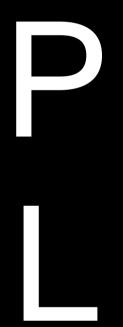
Executed as a Deed by <<<Name of Existing Member>>

in the presence of:

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







nent;

share of the net profits (or losses) e;

e profits for each Accounting Year ne accounts date to the next), and the proportion specified opposite this Deed;

losses, debts or liabilities arising Members undertake jointly and inst all losses debts and liabilities te.

be entitled to [his/her] Drawings ule 2 of this Deed.

use <<Clause Number>>] of the ule 2 to this Deed. All other terms

of or in connection with its subject obligations arising there from or aws of England and Wales and urts.

nditionally delivered this Deed on

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

in the presence of:

Witness signatureWitness nameWitness 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



ent

Name of Existing Member

<< Name >>

<< Name >>

<< Name >>

<< Name >>

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# of Existing Member

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Names of the Members (Existing and New Members)	Ca Contri	Share	Monthly Drawing
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