

THE LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement is entered into this the ____ day of _____ between _____, henceforth referred to as the Limited Partner, and MICHAEL LUCKER d/b/a LUCKY DOG FILMWORKS, henceforth referred to as the General Partner.

By this Agreement, the aforementioned forms a Limited Partnership and agrees to terms and conditions of this Agreement.

ARTICLE 1

Limited Partner. The Limited Partner is _____.

General Partner. The name and the address of the General partner on this agreement is:

Name	Michael Lucker/Lucky Dog Filmworks
Address	7057 Roswell Road Box #566842
City	Atlanta
State/Zip	Georgia 31156

ARTICLE 2

There will be no legal name for the partnership between the aforementioned parties in Article 1. The partnership's principal place of business shall be at the address of the General Partner listed in Article 1 of this agreement.

ARTICLE 3

The purpose of the partnership shall be for the Limited Partner to provide \$_____ of financial support toward the production of the feature film entitled Shadow On The Diamond, co-written, produced, and directed by Michael Lucker for Lucky Dog Filmworks.

ARTICLE 4

The General Partner will not be entitled to any revenue generated from the distribution, sale, or other unforeseen revenue source until **ALL** Limited Partners have been compensated in accordance with Article 6 of this agreement.

ARTICLE 5

The General Partner agrees to provide the Limited Partner with these assurances:

1. The feature film, Shadow On The Diamond will be filmed, edited, scored, and completed by the end of May 2017
2. The General Partner will hold all monies from this investment in the escrow account Lucky Dog Filmworks/Shadow On The Diamond.
3. In the event that the General Partner fails to raise the necessary funds to move forward with the production of the feature film Shadow On The Diamond, the General Partner agrees to repay to the Limited Partner their original investment plus the interest their share of the total monies invested in this project have earned. **The General Partner will not be entitled to any compensation for their efforts to bring this film into production.**

ARTICLE 6

This limited partnership shall begin as of the date of this agreement and shall continue until the following event takes place:

1. A return of \$_____, plus the interest, as dictated by Appendix A, to the Limited Partner by the General Partner, or a return of their original investment and the interest their investment earned while in escrow.

ARTICLE 7

The general and limited partners, either individually or collectively, may participate in other business ventures of every kind, whether or not those other business ventures compete with the partnership, except the distribution or any other exploitation of the properties of the limited partnership agreement.

ARTICLE 8

On the death, disablement, resignation, or removal of an individual who is part of the general partner, the partnership business shall be continued by the remaining individuals who make up the general partner. The executor, guardian, or other successor to the partnership interest of the former individual of the general partner shall act as the General Partner.

ARTICLE 9

On the death of a limited partner, his or her executor or administrator shall have all the rights of a limited partner for the purpose of settling his or her estate or, if his or her limited partnership interest is held in joint tenancy, the right and liabilities of the deceased joint tenant shall pass to the surviving joint tenant.

ARTICLE 10

A limited partner may sell, assign, or transfer any part of his or her partnership interest as defined in Article 8, and only after complying with the following requirements:

ARTICLE 11

No limited partner has the right to demand or receive property other than a cashier's check in return for his or her contribution/investment.

ARTICLE 12

The Limited Partner understands that neither the Limited Partner nor an entity operating on behalf of the Limited Partner has the right to hold liable Michael Lucker, Lucky Dog Filmworks, or any person, or persons, associated with the raising of funds for the production, sell, and/or distribution of the film Shadow On The Diamond should the film fail to go into production.

ARTICLE 13

Any dispute or controversy arising under this agreement or in connection with the winding up of the partnership business shall be settled by arbitration. Any submission to arbitration as herein provided shall be accompanied by all records, papers, correspondence, bills of accounts, and all other pertinent or relevant exhibits respecting the presentation of the case.

In any such dispute, counsel for the parties shall act as arbitrators. In the event counsel cannot reach a resolution of the dispute within twenty-one (21) days of the date the dispute is submitted to them for arbitration, they shall select a second arbitrator. If no agreement on the second arbitrator exists, a third arbitrator shall be selected by the Arbitration Committee of the American Arbitration Association. Arbitration shall be held in Atlanta or any other place agreed upon by all parties to the dispute.

Any limited or general partner may enforce the award rendered in any court of competent jurisdiction.

IN WITNESS WHEREOF, the parties to this limited partnership agreement have executed it effective as of the day and year first above written.

IN WITNESS WHEREOF, the parties, by their affixed signatures, have read and fully understand all articles, stipulations, procedures, requirements, and do agree to these in whole and in part to establish the aforementioned limited partnership.

General Partner/designee

Limited Partner/designee

Notary Public or Agreeable Witness

Date of Signatures

Appendix A

**SLIDING INTEREST VALUE SCALE FOR
RETURN ON INVESTMENT**

\$0	-	\$499	5%
\$500	-	\$9,999	8%
\$10,000	-	\$49,999	12%
\$50,000	-	\$99,999	20%
\$100,000	-	\$500,000	33% plus 5% of the net profits @ \$100,000.00 investment