

Memorandum

For the.....
Limited Partnership

I. **Name of the Company:**The Limited Partnership Company

II. **Shareholders:**

Name	profession	Address	Age	Nationality
	Merchant			Palestinian
	Merchant			Palestinian
	Merchant			Palestinian
Minor	/			Palestinian

III. **HeadOffice:** / The Company may establish branches, agencies or center of activity wheresoeverit deems appropriate.

IV. **Address:** /

V. **Capital:** The companies capital is() JD, distributed to () shares, the value of each is () JD.

These shares are distributed among the associates as follow:

No.	Name	Number of shares
1.		... Shares/ general liability
2.		... Shares/ general liability
3.		... Shares/ general liability
4.	Minor Shares/ limited liability

VI. **Purposes and Objectives:**

This company is formed for the followingMain Purposes:

1. (5110) Wholesale Trade under a contract or in return for charges.
2. ()
3. ()
4. ()

General purposes:

1. To win bids and obtain agencies and commercial agencies;
2. To Operate as an agent and/ or distributor for companies operating inside the country or abroad, either national and international companies and in commercial agencies in general;
3. To maintain, operate, buy, own, lease, hire and/ or mortgage any real estate, personal property, vehicles, machines and equipment to accomplish the purposes of the company;
4. To join and engage with any institution or company having objects or nature of work similar to that of the company and/ or being profitable or useful to the company;
5. To construct, build or renovate structures, houses, buildings, apartments or stores of all kinds for any purpose, to manage, sell, lease or insure in any way it deems suitable, and to provide for any necessary machines or equipment;
6. To carry out general business including importing, exporting, marketing, selling, purchasing and investment;
7. To borrow and keep money, to guarantee payment under any conditions the company may think fit, to secure the same by mortgage of assets in whole or in part, and to redeem any mortgage or warranty and guarantee debts of others ;
8. To enter into any arrangements with any individual, government or municipal, local or other authority and to procure from such government or authority any rights, privileges;
9. To sign, receive, purchase, buy, acquire, transfer, and enter into guarantee arrangements or any other business with firms, syndicates , associations, government or other authorities, governments or international institutions of any kind;
10. To amalgamate or merge with any firm, or non- profit association or company;
11. To give, sign contracts, pledge, secure and redeem guarantees for any person over an amount of money;
12. To execute main and subsidiary contracting, to construct, install, produce, fix, restore, buy and sell works of any kind, to enter into bidding, and to provide contracting proposals, advice , consultancy, estimations and appraisals individually or jointly, or act as an agent in connection with any such works;
13. To insure the company, its facilities, property, workshops, factories, contracting, workers and staff against hazards, losses and damages of any kind;
14. To take any necessary measures to the purpose of developing the purposes and objectives of the company;
15. To carry on the business of an investment company for providing finance or invest in projects or businesses of any kind including any such businesses that are similar to those of the company;
16. To invest and deal with surplus money as the company may find fit, subject to the relevant provisions of the bylaws and decisions of the board of directors;

17. To adopt or approve any acts or decisions made by the company founders prior to its establishment, in whole or in part, and to deem such acts and decisions to be processes or decisions conducted or made for a given purpose or reason; and

18. The company is eligible for any right, obligation or legal action.

VII. **Term:** unlimited.

VIII. **Company Management:**

The Company shall be managed by the abovementioned shareholders, and the authorized signatory on behalf of the company in financial and administrative issues will be solely the partner

IX. **Company Accounts:**

- a. The company shall keep commercial books duly organized according to the law, and register the company's capital and all expenditures, revenues, assets and consumption.
- b. Fiscal year begins on the first day of January and ends on the last day of December of every year, not including the first year of registration, which starts as of the formal registration date and ends on the last day of December the year following the registration year.
- c. In the end of every fiscal year, an inventory of assets and revenue is conducted for the previous period, and a formal record is produced upon which dividends and losses are calculated.
- d. Profits and losses are distributed to the shareholders proportionate to the number of shares owned.
- e. In calculating the amount of profits and losses; deduction of all expenditures, rental costs, taxes, staff and workers remuneration, consumption and any items that may be listed under the category of costs and expenditures and operational costs, shall be taken in consideration.

X. **Waiver of shares:**

Waiver or sale of any shares, in whole or in part, by any shareholder to any other individual is contingent on approval of all the other shareholders, otherwise it is not possible.

XI. **Dissolution of Company:**

This company shall not be abrogated by the death of any shareholder, but his or her share shall be transferred to his or her heirs as per their will. The company shall be duly abrogated in any

case upon agreement of the partners any time they wish to according to the applicable legal provisions.

XII. Liabilities of shareholders:

Liability of the minor shareholder shall be limited to his or her share of partnership's capital, however the reset of shareholders shall have general liability jointly and severally for all obligations, debts and rights against the others.

XIII. The provisions of the current Companies law shall apply for issues which not explicitly provided for in contract.

Thus this memorandum was duly executed and signed by the partners according to the law.

This Sunday, November 03, 2013

Founders

Signature

- 1.
- 2.
- 3.
- 4.

Minor

Represented by according to certificate no.page Volume /
Sharia Court of on / / 2013