



LIMITED PARTNERSHIP AGREEMENT

Quantum Capital Investment Fund (Limited Partnership Agreement) This Limited Partnership Agreement ("Agreement") is made and entered into as of 9/11/2024, by and between:

Quantum Capital Research Group, a California LLC], with its principal office located at Rancho Cordova, CA ("General Partner"), and The Limited ("Limited Partner").

The General Partner and Limited Partner may be collectively referred to as the "Parties" or individually as a "Party."

1. Formation of Limited Partnership

The Parties hereby agree to form a limited partnership ("Partnership") under the laws of the State of [State]. The name of the Partnership shall be Quantum Capital Investment Fund ("Fund").

2. Purpose of the Partnership

The purpose of the Partnership is to pool capital from the Limited Partners and invest in a diversified portfolio of U.S. equities, businesses, and real estate, with the goal of generating returns for distribution to the Limited Partners. The General Partner will manage the investment activities on behalf of the Partnership.

3. Role and Authority of the General Partner

The General Partner, Quantum Capital Research Group, shall have exclusive authority and discretion over the management of the Partnership's affairs, including but not limited to:

The selection, acquisition, and disposition of investments in U.S. equities, businesses, and real estate.

Determining the amount to be invested in any particular opportunity.

Making all investment decisions without consulting the Limited Partners.

Managing and directing the daily operations and business of the Partnership.

Determining the method of distribution of income or proceeds to the Limited Partners.

The General Partner shall not be obligated to disclose specific details about investments, including the amount invested, rate of return, or the specific investments themselves.

4. Role of Limited Partners

The Limited Partners shall contribute capital to the Fund in accordance with the terms of this Agreement and will receive distributions as described herein. Limited Partners acknowledge and agree to the following:



QUANTUM CAPITAL

RESEARCH GROUP

No Voting Rights: Limited Partners have no right to vote on any matters related to the management, operations, or investment decisions of the Partnership.

No Decision-Making Power: Limited Partners shall have no right to participate in the management or decision-making processes of the Fund. All such powers are vested exclusively with the General Partner.

No Rights to Specific Information: The General Partner is not obligated to provide Limited Partners with detailed information on the Fund's investments or performance of individual investments.

5. Capital Contributions

Each Limited Partner shall contribute capital to the Partnership in the amount and on the terms set forth in a Subscription Agreement executed by each Limited Partner.

Additional capital contributions may be required if agreed upon by the General Partner in writing.

Capital contributions will be pooled and used for the purpose of acquiring investments as determined by the General Partner.

6. Distributions to Limited Partners

The Partnership will distribute a monthly dividend to the Limited Partners based on the Limited Partner's proportional interest in the Partnership.

The dividend distribution formula will be adjusted quarterly by the General Partner based on investment performance, market conditions, and other factors deemed relevant by the General Partner.

Distributions will be made on the [Date] of each month, unless otherwise determined by the General Partner.

All distributions are subject to the availability of cash flow after the satisfaction of all obligations of the Partnership, including reserves for expenses and liabilities.

7. Liability of Limited Partners

The liability of the Limited Partners is limited to the amount of their respective capital contributions. Under no circumstances shall the Limited Partners be personally liable for the debts or obligations of the Partnership beyond their invested capital.

8. Management Fee and Profit Sharing

The General Partner shall be entitled to receive a management fee of [percentage] % of the capital under management, payable on a [monthly/quarterly] basis.

In addition to the management fee, the General Partner shall be entitled to a profit-sharing percentage of [percentage] % of the Partnership's profits, calculated on an annual basis or at the discretion of the General Partner.



9. Investment Risks

The Limited Partners acknowledge that investing in U.S. equities, businesses, and real estate involves risks, including the loss of part or all of the capital invested. The General Partner makes no representations or warranties regarding the performance of the investments or the amount of return that may be realized by the Limited Partners.

10. Books, Records, and Reports

The General Partner shall maintain books and records of the Partnership's financial activities, which shall be made available to Limited Partners upon request for inspection during normal business hours at the Partnership's principal office. However, the General Partner is not obligated to provide detailed reports regarding individual investments or the rate of return on those investments.

11. Transfer of Interest

Limited Partners may not transfer, assign, or sell their interest in the Partnership without the prior written consent of the General Partner.

The General Partner may assign its interest in the Partnership or delegate its management authority without obtaining the consent of the Limited Partners.

12. Dissolution and Termination

The Partnership may be dissolved and its affairs wound up under the following circumstances:

The General Partner determines, in its sole discretion, that it is in the best interest of the Partnership to terminate;

The sale or disposition of all Partnership assets;

Any other event that may require the termination of the Partnership as per applicable law.

Upon dissolution, all debts and obligations of the Partnership shall be paid, and any remaining assets shall be distributed to the Partners in proportion to their respective capital accounts.

13. Indemnification

The General Partner shall not be liable to the Limited Partners for any loss, damage, or liability resulting from the performance of its duties under this Agreement, except in the case of gross negligence or willful misconduct. The Partnership shall indemnify the General Partner for any claims, costs, or expenses incurred in connection with the Partnership's business.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of [State], without regard to its conflict of law principles.



QUANTUM CAPITAL
RESEARCH GROUP

15. Miscellaneous

Entire Agreement: This Agreement constitutes the entire understanding between the Parties concerning the subject matter hereof and supersedes all prior agreements or understandings.

Amendment: This Agreement may only be amended in writing by the General Partner.

Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

No Waiver: Failure of any Party to enforce any provision of this Agreement shall not constitute a waiver of such provision.