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JOINT VENTURE AGREEMENT

THIS AGREEMENT (herein after referred to as the "Agreement") is entered into by and between _____ and _____, (herein "Joint Venturers") for the following purpose:

WHEREAS, the parties desire to form a joint venture (the "Venture"), by execution of this Agreement for the purposes provided and fix and define their respective responsibilities, interests, and liabilities in connection with the performance of the before mentioned; and

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the Parties herein agree to constitute themselves as joint venturers, henceforth, "Venturers" for the purposes before mentioned, and intending to be legally bound hereby, the parties hereto, after first being duly sworn, do covenant, agree and certify as follows:

1. DEFINITIONS:

- 1.1 "Venturers" shall mean _____ and _____, and any successor(s) as may be designated and admitted to the Venture.
- 1.2 "Internal Revenue Code", "Code" or "I.R.C." shall refer to the current and applicable Internal Revenue Code.
- 1.3 "Net Profits and Net Losses" means the taxable income and loss of the Venture, except as follows: _____
- 1.4 The "book" value of an asset shall be substituted for its adjusted tax basis if the two differ, but otherwise Net Profits and Net Losses shall be determined in accordance with federal income tax principles.
- 1.5 "Project" shall mean _____.
- 1.6 "Treasury Regulations" shall refer to those regulations promulgated by the Department of the Treasury.
- 1.7 "Percentage of Participation" shall refer to that figure set forth in below.

2. FORMATION, NAME, AND PRINCIPLE PLACE OF BUSINESS

2.1 FORMATION

- (a) The Venturers do hereby form a joint venture pursuant to the laws of the State of _____ in order for the Venture to carry on the purposes for

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this _____ day of _____, 20____, by and between _____ of _____ (hereinafter "_____") and _____ of _____ (hereinafter "_____").

**ARTICLE I
GENERAL PROVISIONS**
1.01 Business Purpose. The business of the Joint Venture shall be as follows: _____
1.02 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

**ARTICLE II
GENERAL DEFINITIONS**
The following comprise the general definitions of terms utilized in this Agreement:
2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.
2.02 Capital Contributions. The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.
2.03 Profits and Losses. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

**ARTICLE III
OBLIGATIONS**
_____ is responsible for all operations and decisions of the Joint Venture and will be compensated for providing various services.

**ARTICLE IV
ALLOCATIONS**
4.01 Profits and Losses. Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated as follows at the conclusion of each fiscal year:
_____%
_____%

**ARTICLE V
RIGHTS AND DUTIES**
5.01 Business of the Joint Venture. _____ shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint Venture. At such, any action taken shall constitute the act of, and serve to bind, the Joint Venture. _____ shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. _____ shall not participate in or have any control over the Joint Venture business nor shall have any authority or right to act for or bind the Joint Venture.

**ARTICLE VI
AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS**
6.01 Validity of Transactions. Affiliates of the parties to this Agreement may be engaged to perform services for the Joint Venture. The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of the Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment.

CONSTRUCTION JOINT VENTURE AGREEMENT

THIS AGREEMENT is made this First day of _____, 2010, by and between XYZ ENGINEERING, INC., a California Corporation ("XYZ"), whose principal business address is _____, California, and QRT, INC., a California Corporation ("QRT"), whose principal business address is _____, California. XYZ and QRT are collectively, "the Joint Venturers" and by this agreement mutually agree to engage in, undertake and carry on, as joint venturers, certain public and/or private sector construction projects and any profits derive from and any liability for losses arising out of the performance, be defined by an agreement in writing: THEREFORE, it is agreed as follows:

1. FORMATION OF JOINT VENTURE

The joint venturers hereby constitute themselves as joint venturers for the purpose of performing and completing the certain public and/or private sector construction projects, ("Construction Contract"), attached hereto as schedule "A" and for no other purpose. From time to time upon written consent of all joint venturers, joint venturers may include new projects to their joint venture.

2. NAME OF JOINT VENTURE

The Construction Contracts shall be entered into the names of the Joint Venturers, and shall be known as JV. JV shall apply and obtain Contractor License under JV, prior to entering into any construction agreement or perform any construction work.

3. JOINT AND SEVERAL OBLIGATIONS

The obligations under the Construction Contract shall be joint and several.

4. DURATION AND TERMINATION

This agreement shall remain in full force and effect until all the purposes for which this venture has been undertaken have been accomplished and completed or until _____, 2011, whichever comes first.

5. PLACE OF BUSINESS

The principal place of business of the joint venture shall be at _____ California, or at such other place as may from time to time be agreed upon by the Joint Venturer.

6. FICTITIOUS BUSINESS NAME STATEMENT

The joint venture shall comply with applicable laws regarding the filing of notices with respect to the use, continuation of use and discontinuation of use of its fictitious business name.

7. INTERESTS OF THE JOINT VENTURERS

The interest of the Joint Venturers in and to the Construction Contract, and in and to any and all property and equipment acquired in connection with the performance thereof and in and to any and all moneys which may be derived from the performance thereof and the obligations and

JOINT VENTURE/DEVELOPMENT AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Joint Venture/Development Agreement is made and executed by and between:

ISMAEL MATHAY JR., Filipino, of legal age and married to Sonya Gandionco with residence address at 123 N. Domingo, Cubao Quezon City hereinafter referred to as the "LANDOWNER";

- and -

E. A. YGOÑA CONSTRUCTION & DEVELOPMENT CORPORATION, INC., a corporation duly organized and existing by virtue of the laws of the Philippines, with principal office address at No. 6 Diamond St. East Fairview Park Subdivision, Fairview Quezon City, represented in this act by its President, ELFLEDA S. YGOÑA, hereinafter referred to as the "DEVELOPER";

RECITALS:

- A. The LANDOWNER is the absolute and registered owner of a parcel of land located St. Martin De Porres/Cubao, Quezon City, more particularly described as Lot 4-A, Block 6 of Transfer Certificate of Title No. 179033 of the Register of Deeds for Quezon City, containing an area of ONE THOUSAND FIVE HUNDRED AND FIFTEEN (1,515) SQUARE METERS, more or less, hereinafter referred to as the "Property";
B. The LANDOWNER desires to develop the Property into a Condominium Project, hereinafter referred to as the "PROJECT" to be composed of commercial and residential elements in accordance with the Condominium Development Plan to be prepared by the DEVELOPER and approved by the LANDOWNER;
C. The DEVELOPER has expressed its desire to invest and participate in the PROJECT by undertaking the development of the Property into a Condominium Project to be composed of commercial and residential elements in accordance with the Condominium Development Plan, more specifically by contributing the necessary expertise and resources for the master planning and development of and performing all development work for the PROJECT in consideration for acquiring ownership over specifically designated developed and saleable units in the Condominium Development Plan which shall be allocated to it, and a pro-rata undivided interest in the common areas of the PROJECT;
D. The LANDOWNER has accepted the DEVELOPER's offer to participate in the PROJECT, and LANDOWNER and DEVELOPER agree to cooperate with one

JOINT VENTURE AGREEMENT

THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this (1) day of (2), 20(3), by and between (4) of (5), (hereinafter "A"), and (6) of (7), (hereinafter "B")

ARTICLE I

GENERAL PROVISIONS

1.01 Business Purpose. The business of the Joint Venture shall be as follows:

(Describe Business Purpose)

1.02 Term of the Agreement. This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided.

ARTICLE II

GENERAL DEFINITIONS

The following comprise the general definitions of terms utilized in this Agreement:

2.01 Affiliate. An Affiliate of an entity is a person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity.

2.02 Capital Contribution(s). The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made.

2.03 Profits and Losses. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction.

ARTICLE III

OBLIGATIONS OF THE JOINT VENTURERS

(8) is responsible for all operations and decisions of the Joint Venture and will be compensated for providing various services.

ARTICLE IV

ALLOCATIONS

4.01 Profits and Losses. Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated as follows at the conclusion of each fiscal year:

(9) %

At such, any action taken shall constitute the act of, and serve to bind, the Joint Venture. This Joint Venture shall commence on the date first above written and shall continue in existence until terminated, liquidated, or dissolved by law or as hereinafter provided. The parties to this Agreement and their respective Affiliates may have interests in businesses other than the Joint Venture business. (13) shall not participate in or have any control over the Joint Venture business nor shall it have any authority or right to act for or bind the Joint Venture. ARTICLE II GENERAL DEFINITIONS The following comprise the general definitions of terms utilized in this Agreement: 2.01 Affiliate. An Affiliate of an entity is a person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control of such entity. This Agreement shall be construed and enforced under the laws of the State of (15) (12) shall manage and control the affairs of the Joint Venture to the best of its ability and shall use its best efforts to carry out the business of the Joint Venture. 6.02 Other Business of the Parties to this Agreement. ARTICLE IV ALLOCATIONS 4.01 Profits and Losses. ARTICLE III OBLIGATIONS OF THE JOINT VENTURERS (8) is responsible for all operations and decisions of the Joint Venture and will be compensated for providing various services. 10.07 Other Instruments. The Joint Venture shall be dissolved upon the happening of any of the following events: (a) The adjudication of bankruptcy, filing of a petition pursuant to a Chapter of the Federal Bankruptcy Act, withdrawal, removal or insolvency of either of the parties. 10.02 Validity. This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for. Signed, sealed and delivered in the presence of: (16) (17) (16) (16) (18) (16) NOTICE The information in this document is designed to provide an outline that you can follow when formulating business or personal plans. The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement. 2.02 Capital Contribution(s). The validity of any transaction, agreement or payment involving the Joint Venture and any Affiliates of the parties to this Agreement otherwise permitted by the terms of this Agreement shall not be affected by reason of the relationship between them and such Affiliates or the approval of said transactions, agreement or payment. 10.03 Integrated Agreement. 10.05 Notices. Affiliates of the parties to this Agreement may be engaged to perform services for the Joint Venture. The Joint Venture shall not have the right to the income or proceeds derived from such other business interests and, even if they are competitive with the Partnership business, such business interests shall not be deemed wrongful or improper. ARTICLE IX DISSOLUTION 9.01 Events of the Joint Ventures. ARTICLE I GENERAL PROVISIONS 1.01 Business Purpose. Any income or loss of the Partnership for federal income tax purposes determined by the Partnership's fiscal year, including, without limitation, each item of Partnership income, gain, loss or deduction. (11) shall have full, exclusive and complete authority and discretion in the management and control of the business of the Joint Venture for the purposes herein stated and shall make all decisions affecting the business of the Joint Venture. 2.03 Profits and Losses. Due to the variances of many local, city, county and state laws, we recommend that you seek professional legal counsel before entering into any contract or agreement. It is provided as is, and isn't necessarily endorsed or approved by gettreelegalforms.com. ARTICLE VI AGREEMENTS WITH THIRD PARTIES AND WITH AFFILIATES OF THE JOINT VENTURERS 6.01 Validity of Transactions. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses and amounts paid in settlement of any claims sustained by it in connection with the Joint Venture. ARTICLE X MISCELLANEOUS PROVISIONS 10.01 Books and Records. Commencing on the date hereof and ending on the termination of the business of the Joint Venture, all profits, losses and other allocations to the Joint Venture shall be allocated as follows at the conclusion of each fiscal year: JOINT VENTURE AGREEMENT THIS JOINT VENTURE AGREEMENT (the "Agreement"), made and entered into as of this (1) day of (2), (3), by and between (4) of (5) (hereinafter "A") and (6) of (7) (hereinafter "B"). (b) The sale or other disposition, not including an exchange of all, or substantially all, of the Joint Venture assets. 10.04 Headings. (9) % The business of the Joint Venture shall be as follows: (Describe Business Purpose) 1.02 Term of the Agreement. (10) % ARTICLE V RIGHTS AND DUTIES OF THE JOINT VENTURERS 5.01 Business of the Joint Venture. (c) Mutual agreement of the parties. The Joint Venture shall keep adequate books and records at its place of business, setting forth a true and accurate account of all business transactions arising out of and in connection with the conduct of the Joint Venture. 10.06 Applicable Law and Venue. The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof. The capital contribution to the Joint Venture actually made by the parties, including property, cash and any additional capital contributions made. Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement. ARTICLE VIII INDEMNIFICATION OF THE JOINT VENTURERS The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interests of the Joint Venture and such course of conduct did not constitute negligence or misconduct. ARTICLE VII PAYMENT OF EXPENSES All expenses of the Joint Venture shall be paid by (14) and shall be reimbursed by the Joint Venture.

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