

CHAPTER 9.

LIMITED PARTNERSHIPS

ARTICLE 1.

GENERAL PROVISIONS

~~§10-9B-1202~~10A-9-1.01. Short title.

“This chapter and the provisions of Chapter 1, to the extent applicable to limited partnerships, may be cited as the “Alabama Limited Partnership Act of 1997 Law.”

Comment

This section is derived from section 10-9B-1202. It has been revised to include applicable provisions of Chapter 1 and re-located here as the first section of the Article, consistent with the location of other short title provisions. As a result of the re-location of the “short title” section the following section has been re-numbered so that higher than the corresponding section of the present statute and of the Uniform Limited Partnership Act (ULPA). It replicates the short title provision of the Hub, section 10A-1-1.08(g).

~~§10-9B-101~~10A-9-1.02. Definitions affecting limited partnerships.

"As used in this chapter, unless the context otherwise requires, the following terms have the following meanings:

"(1) ~~BUSINESS ENTITY. A corporation, limited liability company, partnership, limited partnership, registered limited liability partnership, or other entity to engage in business, whether for profit or not, created under the laws of the State of Alabama, predecessor law, or law of another jurisdiction.~~

"~~(2)~~(1) CERTIFICATE OF LIMITED PARTNERSHIP. The certificate referred to in Section ~~10-9B-201~~ 10A-9-2.01, as the certificate is amended from time to time or restated. The term certificate of limited partnership as used in this article is synonymous with the term certificate of formation employed in Chapter 1.

~~"(3) — CONTRIBUTION. Includes any cash, property, services rendered, or a promissory note or other binding obligation to pay cash or convey property or render services, which a partner contributes as capital to a limited partnership in his or her capacity as a partner.~~

~~"(4)(2) EVENT OF WITHDRAWAL OF A GENERAL PARTNER. An event that causes the withdrawal of a general partner under Section ~~10-9B-402~~ 10A-9-4.02.~~

~~"(5)(3) FOREIGN LIMITED PARTNERSHIP. A partnership formed under the laws of any state other than the State of Alabama or under the laws of a foreign country and having as partners one or more general partners and one or more limited partners.~~

~~"(6) — GENERAL PARTNER. A person who has been admitted to a limited partnership as a general partner in accordance with the partnership agreement and named in the certificate of limited partnership as a general partner.~~

~~"(7)(4) KNOWLEDGE. A person's actual knowledge of a fact, rather than a person's constructive knowledge of the fact.~~

~~"(8) — LIMITED PARTNER. A person who has been admitted to a limited partnership as a limited partner in accordance with the partnership agreement.~~

~~"(9)(5) LIMITED PARTNERSHIP and DOMESTIC LIMITED PARTNERSHIP. A partnership formed by two or more persons under the laws of this state and having one or more general partners and one or more limited partners.~~

~~"(10) — PARTNER. Any limited or general partner.~~

~~"(11) — PARTNERSHIP AGREEMENT. Any valid written or oral agreement of the partners as to the affairs of a limited partnership and the conduct of its business, including, in the case of limited partnerships formed prior to October 1, 1998, the certificate of limited partnership.~~

~~"(12)(6) PARTNERSHIP INTEREST. A partner's share of the capital and profits and losses of a limited partnership, the right to receive distributions of partnership assets, and the right to receive any allocation of income, gain, loss, deduction, credit, or similar items.~~

~~"(13) PERSON. A natural person or (whether domestic or foreign) a partnership (including a registered limited liability partnership); limited partnership, limited liability company, custodianship, trust, estate, association, or corporation or (whether such status is created by the law of Alabama or another state or foreign country) trustee, personal representative, custodian, fiduciary (as defined in Section 19-3-150) or person performing in any similar capacity, or other legal entity.~~

~~"(14) STATE. A state, territory, or possession of the United States, the District of Columbia, or the Commonwealth of Puerto Rico."~~

Comment

This section is derived from Section 10-9B-101. The following terms are now covered in the Hub, section 10A-1-103 and so are omitted from this section: "Contribution" (10A-1-103(11)); "general partner" (10A-1-103(37)(b)); "limited partner" (10A-1-103(51)); "partner" (10A-1-103(68)); "partnership agreement" (10A-1-103(70)); "person" (10A-1-103(73)); and "state" (10A-1-103(87)).

~~"§10-9B-103~~**10A-9-1.03. Reserved.**"

Comment

This section is marked as "Reserved" in the present Alabama Limited Partnership Act. There is no change.

Sections 10-9B-104 of the Code of Alabama 1975, is repealed.

Comment

The subject matter of this section is now covered by sections 10A-1-5.31 et seq.

~~§10A-9-1.04.~~ **Reserved.**

~~"§10-9B-105~~**10A-9-1.05. Records to be kept; right of inspection.**

~~"(a) Each limited partnership shall keep at the office referred to in Section 10-9B-104(a)(1) an office in this state, which may be a place of its business, the following:~~

~~"(1) A current list of the full name and last known~~

business or residence address of each partner, (which address shall be a street address), separately identifying the general partners, (in alphabetical order), and the limited partners, (in alphabetical order);

"(2) A copy of the certificate of limited partnership and all certificates of amendment thereto, together with executed copies of any powers of attorney pursuant to which any certificate has been executed;

"(3) Copies of the limited partnership's federal, state, and local income tax returns and reports, if any, for the three most recent years;

"(4) Copies of any then effective written partnership agreements and of any financial statements of the limited partnership for the three most recent years; and

"(5) Unless contained in a written partnership agreement, a writing setting out:

"(i) The amount of cash and a description and statement of the agreed value of the other property or services contributed by each partner and which each partner has agreed to contribute;

"(ii) The times at which or events on the happening of which any additional contributions agreed to be made by each partner are to be made;

"(iii) Any right of a partner to receive, or of a general partner to make, distributions to a partner which include a return of all or any part of the partner's contribution; and

"(iv) Any events upon the happening of which the limited partnership is to be dissolved and its affairs wound up.

"(b) Records kept under this section, and any other books and records of the partnership, wherever situated, are subject to inspection and copying at the reasonable request and at the expense of any partner during ordinary business hours pursuant to Sections 10A-1-3.32 and 10A-1-3.33. Any agent or general partner of a partnership who, without reasonable cause, fails or refuses to produce ~~such~~ the books or records within 10 days of a written demand of any partner, and to allow ~~such~~ the partner or his or her agent or attorney, so to inspect or copy ~~such~~ the

books or records of the partnership, for any proper purpose, shall be personally liable to ~~such the~~ partner for a penalty of an amount not to exceed 10 percent of the fair value of the partnership interest of ~~such the~~ partner, in addition to any other damages or remedy.

Comment

This section is derived from section 10-9B-105, without substantive change.

"~~§10-9B-106~~10A-9-1.06. Nature of business.

"A limited partnership may carry on any business that a partnership without limited partners may carry on except banking or insurance business."

Comment

This section is derived from section 10-9B-106, without change.

Section 10-9B-107 of the Code of Alabama 1975, is repealed.

Comment

The subject matter of this section is now covered in the Hub, section 10A-1-2.16.

ARTICLE 2. CERTIFICATE OF LIMITED PARTNERSHIP

"~~§10-9B-201~~10A-9-2.01. Certificate of limited partnership.

"(a) In order to form a limited partnership a certificate of limited partnership must be executed and delivered to the office of the judge of probate of the county in which is located the office required to be maintained by Section ~~10-9B-104~~ 10A-1-5.31. ~~If the judge of probate finds that the certificate substantially conforms to law, he or she shall, when all prescribed fees have been paid, file such certificate of limited partnership in his or her office. Such~~ The certificate of limited partnership shall set forth the information required to be set forth in a certificate of formation of a limited partnership by Section 10A-1-3.05.

~~"(1) — The name of the limited partnership;~~

~~"(2) — The street address of the office and the name and street address of the agent for service of process required to be maintained by Section 10-9B-104;~~

~~"(3) — The name and the mailing address of each general partner;~~

~~"(4) — The latest date upon which the limited partnership is to dissolve (or, if no such date is stated, the partnership's existence shall be perpetual); and~~

~~"(5) — Any other matters the general partners determine to include therein.~~

~~"(b) — A limited partnership is formed at the time of the filing of the certificate of limited partnership in the office of the judge of probate or at any later time specified in the certificate of limited partnership if, in either case, there has been substantial compliance with the requirements of this section. The acceptance and filing of the certificate of limited partnership certificate by any judge of probate of this state shall be conclusive evidence that there has been substantial compliance with the requirements of this section.~~

Comment

This section is derived from section 10-9B-201. Those portions removed from 10-9B-201 are contained in the Hub section. See particularly, section 10A-1-3.05 as to contents of a certificate of formation, and section 10A-1-3.01(c) as to commencement of existence.

"§10-9B-20210A-9-2.02. Amendment to certificate; when required.

~~"(a) — A certificate of limited partnership is amended by filing a certificate of amendment thereto in the office of the judge of probate in whose office the certificate of limited partnership is filed. The certificate of amendment shall set forth:~~

~~"(1) — The name of the limited partnership;~~

~~"(2) — The date of filing the certificate of limited partnership; and~~

~~"(3) The amendment to the certificate.~~

~~"(b)(a)~~ Within 30 days after the happening of any of the following events, an amendment to a certificate of limited partnership reflecting the occurrence of the event or events shall be filed:

"(1) The admission of a new general partner;

"(2) The withdrawal of a general partner; or

"(3) The continuation of the business under Section ~~10-9B-801~~ 10A-9-8.01 after an event of withdrawal of a general partner.

~~"(c)(b)~~ A general partner who becomes aware that any statement in a certificate of limited partnership was false when made or that any arrangements or other facts described have changed, (other than an arrangement or fact required to be set forth in the certificate under the predecessor to Section ~~10-9B-201~~ but which is no longer required under Section 10-9B-201 of this chapter limited partnership act but which is no longer required under this chapter or Chapter 1), making the certificate inaccurate in any respect, shall promptly amend the certificate.

~~"(d)(c)~~ A certificate of limited partnership may be amended at any time for any other proper purpose the general partners may determine.

~~"(e)(d)~~ No person has any liability because an amendment to a certificate of limited partnership has not been filed (i) to reflect the occurrence of any event referred to in subsection ~~(b)~~ (a) of this section if the amendment is filed within the 30-day period specified in subsection ~~(b)~~ (a), or (ii) to reflect a change in any arrangement or fact required to be set forth in the certificate under the predecessor to Section ~~10-9B-201~~ limited partnership act but which is no longer required under ~~Section 10-9B-201 of this chapter~~ or under Chapter 1.

~~"(f) A restated certificate of limited partnership may be executed and filed as provided in Section 10-9B-209.~~

Comment

This section is derived from section 10-9B-202. Subsection (a) has been omitted because the contents of a certificate of amendment are now covered by section 10A-1-3.13 of the Hub.

"§10-9B-20310A-9-2.03. Cancellation of certificate.

"A certificate of limited partnership shall be canceled upon the dissolution and the commencement of winding up of the partnership or at any other time there are no limited partners. A certificate of cancellation shall be filed in the office of the judge of probate of the county in which the certificate of limited partnership is filed and shall set forth:

"(1) The name of the limited partnership;

"(2) The date of filing of its certificate of limited partnership;

"(3) The reason for filing the certificate of cancellation;

"(4) The effective date, (which shall be a date certain), of cancellation if it is not to be effective upon the filing of the certificate; and

"(5) Any other information the general partners filing the certificate determine.

Comment

The Hub contains only skeletal dissolution provisions dealing with claims. Accordingly, this provision as well as the substantive provisions of Article 8 are retained in this Chapter.

"§10-9B-20410A-9-2.04. Execution of certificates; filing fees.

"(a) Each certificate required by this article to be filed in the office of the judge of probate shall be executed in the following manner:

"(1) An original certificate of limited partnership must be signed by all general partners;

"(2) A certificate of amendment must be signed by at least one general partner and by each other general partner designated in

the certificate as a new general partner; and

"(3) A certificate of cancellation must be signed by all general partners.

"(b) Any person may sign a certificate as an attorney-in-fact, but a power of attorney to sign a certificate relating to the admission of a general partner must specifically describe the admission.

~~"(c) The execution of a certificate as a general partner constitutes an affirmation under the penalties of perjury in the third degree (false swearing) prescribed by Section 13A-10-103 or its successor that the facts stated therein are true in all material respects.~~

"(c) The office of the judge of probate shall collect with respect to each certificate filed pursuant to this chapter a filing fee in the amount prescribed to be paid to the judge of probate pursuant to Section 10A-1-4.31.

Comment

This section is derived from section 10-9B-204. It is necessary to be retained in that the Hub provision, section 10A-1-4.01 generally leaves to the spokes the matter of who is to sign a filing instrument. Subsection (c) of the present section however is covered by the Hub has been deleted here. A new subsection (c) has been added providing for payment of filing fees pursuant to section 10A-1-4.31. Note that since there is no filing of certificates with the Secretary of State, only the fees payable to the judge of probate under section 10A-1-4.31 are applicable; no fees are paid to or for the benefit of the Secretary of State for filing certificates themselves.

Sections 10-9B-205 and 10-9B-206 of the Code of Alabama 1975, are repealed.

Comment

Present 10-9B-205. The subject of section 10-9B-205 is now covered by the Hub, section 10A-1-4.01(d).

Present 10-9B-206. The subject of section 10-9B-206 is now covered by section 10A-1-4.02.

"~~§10-9B-207~~10A-9-2.07. Liability for material false statement in certificate.

"If any certificate of limited partnership or certificate of amendment or cancellation contains any statement which is false in any material respect, one who suffers loss by reasonable reliance on the statement may recover damages for the loss from:

"(1) Any general partner, (whether or not he or she executed the certificate), who knew or should have known, the statement to be false at the time the certificate was executed; and

"(2) Any general partner who thereafter knows or should have known that any arrangement or other fact described in the certificate has changed, (other than an arrangement or fact as to which amendment of the certificate was required under the predecessor to Section ~~10-9B-202~~ 10A-9-2.02 of this chapter but as to which amendment is no longer required under Section ~~10-9B-202~~ 10A-9-2.02 of this chapter), making the statement false in any material respect within a sufficient time before the statement was relied upon reasonably to have enabled that general partner to cancel or amend the certificate, or to file a petition for its cancellation or amendment under Section ~~10-9B-205~~ 10A-1-4.01(d).

Comment

This section is derived from section 10-9B-20 without change, other than adjustments as to cross references.

"~~§10-9B-208~~10A-9-2.08. Scope of notice.

"The fact that a certificate of limited partnership is on file in the office of the judge of probate is constructive notice that the partnership is a limited partnership and the persons designated therein as general partners are general partners, but it is not constructive notice of any other fact."

Comment

This section is derived from section 10-9B-208 without change.

Section 10-9B-209 of the Code of Alabama 1975, is repealed.

Comment

The subject matter of restated certificates is dealt with in the Hub, section 10A-1-3.11 et seq.

ARTICLE 3. LIMITED PARTNERS

"§10-9B-30110A-9-3.01. Admission of limited partners.

"(a) In connection with the formation of a limited partnership, a person acquiring a partnership interest as a limited partner is admitted as a limited partner of the limited partnership upon the later to occur of:

"(1) The formation of the limited partnership; or

"(2) The time provided in and upon compliance with the partnership agreement or, if the partnership agreement does not so provide, when the person's admission is reflected in the records of the limited partnership.

"(b) After the formation of a limited partnership, a person acquiring a partnership interest as a limited partner is admitted as a limited partner of the limited partnership:

"(1) In the case of a person acquiring a partnership interest directly from the limited partnership, at the time provided in and upon compliance with the partnership agreement or, if the partnership agreement does not so provide, upon the written consent of all partners and when the person's admission is reflected in the records of the limited partnership; or

"(2) In the case of an assignee of a partnership interest, as provided in Section ~~10-9B-704~~ 10A-9-7.04(a) of this chapter and at the time provided in and upon compliance with the partnership agreement or, if the partnership agreement does not so provide, when any ~~such~~ the person's permitted admission is reflected in the records of the limited partnership.

Comment

This section is derived from section 10-9B-301 without substantive change.

"~~§10-9B-302~~10A-9-3.02. Voting.

"(a) Subject to Section ~~10-9B-303~~ 10A-9-3.03, the partnership agreement may grant to all or a specified group of the limited partners the right to vote (on a per capita or other basis) upon any matter.

"(b) When the partnership agreement grants ~~such~~ the right to vote, it may make any provision that the parties, to the agreement deem appropriate as to notice of the time, place or purpose of any meeting at which any matter is to be voted on by any limited partners, for waiver of any ~~such~~ the notice, for informal action by consent without a meeting, quorum requirements, voting in person or by proxy, or any other provisions with respect to the exercise of any ~~such~~ the right to vote.

Comment

This section is derived from section 10-9B-302 without substantive change.

"~~§10-9B-303~~10A-9-3.03. Liability to third parties.

"(a) Except as provided in subsection (d), a limited partner is not liable for the obligations of a limited partnership unless he or she is also a general partner or, in addition to the exercise of his or her rights and powers as a limited partner, he or she participates in the control of the business. However, if the limited partner participates in the control of the business, he or she is liable only to persons who transact business with the limited partnership reasonably believing, based upon the limited partner's participation in such control, that the limited partner is a general partner.

"(b) A limited partner does not participate in the control of the business within the meaning of subsection (a) solely by doing one or more of the following:

"(1) Being a contractor for or an agent, attorney-at-law, or employee of the limited partnership or of a general partner or being an officer, director, or shareholder of a general partner that is a corporation;

"(2) Consulting with and advising a general partner with respect to the business of the limited partnership or examining into the state or progress of the partnership business;

"(3) Acting as surety for the limited partnership or guaranteeing or assuming one or more specific obligations of the limited partnership;

"(4) Taking any action required or permitted by law to bring or pursue a derivative action in the right of the limited partnership;

"(5) Requesting or attending a meeting of partners;

"(6) Proposing, approving, or disapproving, by voting or otherwise, one or more of the following matters:

"(i) The dissolution and winding up of the limited partnership;

"(ii) The sale, exchange, lease, mortgage, pledge, or other transfer of all or substantially all of the assets of the limited partnership;

"(iii) The incurrence of indebtedness by the limited partnership other than in the ordinary course of its business;

"(iv) A change in the nature of the business;

"(v) The admission or removal of a general partner;

"(vi) The admission or removal of a limited partner;

"(vii) A transaction involving an actual or potential conflict of interest between a general partner and the limited partnership or the limited partners;

"(viii) An amendment to the partnership agreement or certificate of limited partnership; or

"(ix) Matters related to the business of the limited partnership not otherwise enumerated in this subsection (b), which

the partnership agreement states in writing may be subject to the approval or disapproval of limited partners;

"(7) Winding up the limited partnership pursuant to Section ~~10-9B-803~~ 10A-9-8.03; or

"(8) Exercising any right or power permitted to limited partners under this chapter and not specifically enumerated in this subsection (b).

"(c) The enumeration in subsection (b) does not mean that the possession or exercise of any other powers by a limited partner constitutes participation by him or her in the business of the limited partnership.

"(d) A limited partner who knowingly permits his or her name to be used in the name of the limited partnership, except under circumstances permitted by Section ~~10-9B-102~~ 10A-1-5.05(2), is liable to creditors who, in reasonable reliance upon the credit of such limited partner, extend credit to the limited partnership without knowledge that the limited partner is not a general partner, but if the name of the limited partnership signifies that it is a family limited partnership, there shall be a rebuttable presumption that credit extended to the partnership was not in reliance on the credit of a limited partner whose name is contained in the name of the limited partnership even if the use of such limited partner's name is not under circumstances specifically permitted by Section ~~10-9B-102~~ 10A-1-5.05(2).

Comment

This section is derived from section 10-9B-303, without substantive change.

"~~§10-9B-304~~10A-9-3.04. Person erroneously believing himself or herself a limited partner.

"(a) Except as provided in subsection (c), a person who makes a contribution to a business enterprise and erroneously but in good faith believes that he or she has become a limited partner in the enterprise is not a general partner in the enterprise and is not bound by its obligations by reason of making the contribution, receiving distributions from the enterprise, or exercising any rights of a limited partner, if, on ascertaining the mistake, he or she:

"(1) Causes an appropriate certificate of limited partnership or a certificate of amendment to be executed and filed; or

"(2) Withdraws from future equity participation in the enterprise by executing and filing a certificate of withdrawal evidencing ~~such~~ the withdrawal from future equity participation.

"(b) A certificate of withdrawal evidencing withdrawal from future equity participation shall be signed by the person erroneously believing himself or herself a limited partner and shall be filed in the office of the judge of probate where the certificate of limited partnership of the enterprise has been filed, or if none has been filed, ~~such~~ the certificate of withdrawal shall be filed in the office of the judge of probate of the county where the principal place of business of the enterprise is located, or if there is no known principal place of business, then in the office of the judge of probate of the county of domicile of ~~such~~ the person. By withdrawing from future equity participation a person shall be deemed to withdraw from all participation in the future profits of the enterprise and from any future appreciation in the value of its assets, but shall not be deemed to withdraw from any previously accrued profits, whether distributed or undistributed, or from any appreciation in the assets of the enterprise (whether realized or unrealized) up to the date of ~~such~~ withdrawal, except as may be otherwise provided by agreement among the person withdrawing and other parties to the enterprise and except as may be otherwise stated in the certificate of withdrawal. For purposes of Section ~~10-9B-604~~ 10A-9-6.04, a person withdrawing from future equity participation shall be deemed a withdrawing partner.

"(c) A person who makes a contribution of the kind described in subsection (a) is liable as a general partner to any third party who transacts business with the enterprise (i) before the person withdraws and an appropriate certificate is filed to show withdrawal, or (ii) before an appropriate certificate is filed to show that he or she is not a general partner, but in either case only if the third party actually believed in good faith that the person was a general partner at the time of the transaction, and extended credit to the business enterprise in reasonable reliance on the credit of ~~such~~ the person."

Comment

This section is derived from section 10-9B-304, without substantive change.

ARTICLE 4. GENERAL PARTNERS

"~~§10-9B-401~~10A-9-4.01. Admission of additional general partners.

"After the filing of a limited partnership's original certificate of limited partnership, additional general partners may be admitted as provided in writing in the partnership agreement or, if the partnership agreement does not provide in writing for the admission of additional general partners, with the written consent or ratification of all partners.

Comment

This section is derived from section 10-9B-401, without substantive change.

"~~§10-9B-402~~10A-9-4.02. Events of withdrawal.

"Except as approved by the specific written consent of all partners at the time, a person ceases to be a general partner of a limited partnership upon the happening of any of the following events:

"(1) The general partner withdraws from the limited partnership as provided in Section ~~10-9B-602~~ 10A-9-6.02;

"(2) The general partner ceases to be a member of the limited partnership as provided in Section ~~10-9B-702~~ 10A-9-7.02;

"(3) The general partner is removed as a general partner in accordance with the partnership agreement;

"(4) Unless otherwise provided in writing in the partnership agreement, the general partner: (i) makes an assignment for the benefit of creditors; (ii) files a voluntary petition in bankruptcy; (iii) is adjudicated a bankrupt or insolvent; (iv) files a petition or answer seeking for himself or herself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation; (v) files an answer or other pleading admitting or failing to

contest the material allegations of a petition filed against him or her in any proceeding of this nature; or (vi) seeks, consents to, or acquiesces in the appointment of a trustee, receiver, or liquidator of the general partner or of all or any substantial part of his or her properties;

"(5) Unless otherwise provided in writing in the partnership agreement, 120 days after the commencement of any proceeding against the general partner to attach or charge his or her partnership interest or seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, the proceeding has not been dismissed, or if within 90 days after a court order attaching or charging his or her partnership interest or the appointment without his or her consent or acquiescence of a trustee, receiver, or liquidator of the general partner or of all or any substantial part of his or her properties, the order or appointment is not vacated or stayed or within 90 days after the expiration of any ~~such~~ stay, the appointment is not vacated;

"(6) In the case of a general partner who is a natural person,

"(i) His or her death; or

"(ii) The entry of an order by a court of competent jurisdiction adjudicating him or her incompetent to manage his or her person or his or her estate;

"(7) In the case of a general partner who is acting as a general partner by virtue of being a trustee of a trust, the termination of the trust (but not merely the substitution of a new trustee);

"(8) In the case of a general partner that is a separate partnership, the dissolution and commencement of winding up of the separate partnership;

"(9) In the case of a general partner that is a corporation, the filing of a certificate of dissolution, or its equivalent, for the corporation or the revocation of its charter; or

"(10) In the case of an estate, the distribution by the fiduciary of the estate's entire interest in the partnership.

Comment

This section is derived from section 10-9B-402, without substantive change.

"§10-9B-40310A-9-4.03. General powers and liabilities.

"(a) Except as provided in this chapter or in the partnership agreement, a general partner of a limited partnership has the rights and powers and is subject to the restrictions of a partner in a partnership without limited partners.

"(b) Except as provided in this chapter, a general partner of a limited partnership has the liabilities of a partner in a partnership without limited partners to persons other than the partnership and the other partners. Except as provided in this chapter or in the partnership agreement, a general partner of a limited partnership has the liabilities of a partner to a partnership without limited partners to the partnership and to the other partners.

Comment

This section is derived from section 10-9B-403, without substantive change.

"§10-9B-40410A-9-4.04. Contributions by general partner.

"A general partner of a limited partnership may make contributions to the partnership and share in the profits and losses of, and in distributions from, the limited partnership as a general partner. A general partner also may make contributions to and share in profits, losses, and distributions as a limited partner. A person who is both a general partner and a limited partner has the rights and powers, and is subject to the restrictions and liabilities, of a general partner and, except as provided in the partnership agreement, also has the powers, and is subject to the restrictions, of a limited partner to the extent of his or her participation in the partnership as a limited partner.

Comment

This section is derived from section 10-9B-404, without substantive change.

"§10-9B-40510A-9-4.05. Voting.

"The partnership agreement may grant to all or certain identified general partners the right to vote (on a per capita or any other basis), separately or with all or any class of the limited partners, on any matter, and may make any appropriate provision for the exercise of ~~such~~ voting rights."

Comment

This section is derived from section 10-9B-405, without substantive change.

**ARTICLE 5.
FINANCE**

"§10-9B-50110A-9-5.01. Form of contribution.

"The contribution of a partner may be in ~~cash, property, or services rendered, or a promissory note or other binding obligation to pay cash, to convey property, or to render services which a partner contributes as capital to a limited partnership in his or her capacity as partner~~ any form set forth in 10A-1-1.03(11).

Comment

This section is derived from section 10-9B-501, without substantive change. The provisions now in the Hub to which it now refers are substantively the same.

"§10-9B-50210A-9-5.02. Liability for contribution.

"(a) A promise by a limited partner to ~~contribute~~ make a contribution to the limited partnership is not enforceable unless set out in a writing signed by the limited partner.

"(b) Except as provided in the partnership agreement, a partner is obligated to the limited partnership to perform any enforceable promise to ~~pay cash, to convey property, or to render services~~ make a contribution, even if he or she is unable to perform because of death, disability, or any other reason. If a partner does not perform ~~such the~~ promise, he or she is obligated at the option of the limited partnership to contribute cash equal to that portion of the value of the promised contribution that has not been ~~paid, conveyed, or rendered~~ made.

"(c) The partnership agreement may provide that the interest of any partner who fails to make any contribution that he or she is obligated to make, or who fails to pay any agreed assessment that he or she is obligated to make, shall be subject to a reasonable penalty for ~~such~~ the failure. ~~Such~~ The penalty may take the form of reducing the defaulting partner's proportionate interest in the partnership, subordinating his or her interest to that of nondefaulting partners, a forced sale of his or her partnership interest in compliance with reasonable procedures for notice and disposition, forfeiture of his or her partnership interest on compliance with reasonable procedures for notice, the lending of the amount necessary to meet his or her commitment by other partners, a fixing of the value of his or her interest by appraisal or by suitable formula and redemption or sale of his or her interest at ~~such~~ the value, or other reasonable penalty.

"(d) Unless otherwise provided in the partnership agreement, the obligation of a partner to make a contribution or return money or other property paid or distributed in violation of this chapter may be compromised only by consent of all partners. Notwithstanding the compromise, a creditor of a limited partnership who extends credit or otherwise acts in reliance on that obligation after the partner signs a writing which reflects the obligation and before the amendment or cancellation thereof to reflect the compromise may enforce the original obligation.

Comment

This section is derived from section 10-9B-502, without substantive change.

"~~10-9B-503~~10A-9-5.03. Sharing of profits and losses.

"The profits and losses of a limited partnership shall be allocated among the partners, and among classes of partners, in the manner provided in writing in the partnership agreement. In the case of a partnership formed under this chapter, if the partnership agreement does not so provide in writing, profits and losses shall be allocated on the basis of the value, as stated in the partnership records required to be kept pursuant to Section ~~10-9B-105~~ 10A-9-1.05, of the contributions made by each partner to the extent they have been paid, conveyed, or rendered to the partnership and have not been returned.

Comment

This section is derived from section 10-9B-503, without substantive

change.

"~~§10-9B-504~~10A-9-5.04. Sharing of distribution.

Distributions of cash or other assets of a limited partnership shall be allocated among the partners and among classes of partners in the manner provided in writing in the partnership agreement. If the partnership agreement does not so provide in writing, distributions shall be made on the basis of the value, as stated in the partnership records required to be kept pursuant to Section ~~10-9B-105~~ 10A-9-1.05, of the contributions made by each partner to the extent they have been paid, conveyed, or rendered to the partnership and have not been returned."

Comment

This section is derived from section 10-9B-504, without substantive change.

**ARTICLE 6.
DISTRIBUTIONS AND WITHDRAWALS**

"~~§10-9B-601~~10A-9-6.01. Interim distribution.

"Except as provided in this article, a partner is entitled to receive distributions from a limited partnership before his or her withdrawal from the limited partnership and before the dissolution and winding up thereof to the extent and at the times or upon the happening of the events specified in the partnership agreement.

Comment

This section is derived from section 10-9B-601, without change.

"~~§10-9B-602~~10A-9-6.02. Withdrawal of general partner.

"(a) A general partner may withdraw from a limited partnership at any time by giving written notice to the other partners, but if the withdrawal violates the partnership agreement, the limited partnership may recover from the withdrawing general partner damages for breach of the partnership agreement and offset the damages against the amounts otherwise distributable or payable to him or her.

"(b) The withdrawal of a general partner from a limited

partnership does not release him or her from liability under Section ~~10-9B-502~~ 10A-9-5.02 or from any liability under Section ~~10-9B-207~~ 10A-9-2.07.

Comment

This section is derived from section 10-9B-602, without substantive change.

~~§10-9B-603~~10A-9-6.03. Withdrawal of limited partner.

"(a) In the case of limited partnerships formed on or after October 1, 1998, a limited partner may only withdraw from the limited partnership at the time or upon the happening of events specified in the partnership agreement.

"(b) In the case of limited partnerships organized prior to October 1, 1998, the certificate of limited partnership of which specifies the time or the happening of events upon which a limited partner may withdraw, a limited partner may only withdraw from the limited partnership at the time or upon the happening of events specified in the partnership certificate; provided, however, if the partnership certificate is amended on or after October 1, 1998, and if the amended certificate of limited partnership does not provide the time or happening of events upon which a limited partner may withdraw from the limited partnership, a limited partner may thereafter only withdraw from the limited partnership at the time or upon the happening of events specified in the partnership agreement.

"(c) In the case of limited partnerships organized prior to October 1, 1998, the certificate of limited partnership of which did not specify the time or the events upon the happening of which a limited partner could withdraw, a limited partner may withdraw upon not less than six months' prior written notice to each general partner at his or her address on the books of the limited partnership at its office in this state; provided, however, that in the event the certificate of limited partnership is amended on or after October 1, 1998, to provide the time or happening of events upon which a limited partner may withdraw from a limited partnership, a limited partner shall thereafter be able to withdraw only at ~~such~~ the time or upon the happening of events specified in the certificate of limited partnership; provided further, if the partnership certificate is amended on or after October 1, 1998, and if the amended certificate of limited partnership does not provide the time or happening of events upon

which a limited partner may withdraw from the limited partnership, a limited partner may thereafter only withdraw from the limited partnership at the time or upon the happening of events specified in the partnership agreement.

"(d) The withdrawal of a limited partner from a limited partnership does not release him or her from his or her liability to the partnership under Section ~~10-9B-502~~ 10A-9-5.02.

Comment

This section is derived from section 10-9B-603, without substantive change.

"~~§10-9B-604~~10A-9-6.04. Distribution upon withdrawal.

"Except as provided in this ~~article~~ chapter, upon withdrawal any withdrawing partner is entitled to receive any distribution to which he or she is entitled under the partnership agreement and, if not otherwise provided in the agreement, he or she is entitled to receive, within a reasonable time after withdrawal, the fair value of his or her interest in the limited partnership as of the date of withdrawal based upon his or her right to share in distributions from the limited partnership.

Comment

This section is derived from section 10-9B-604, without substantive change.

"~~§10-9B-605~~10A-9-6.05. Distribution in kind.

"Except as provided in writing in the partnership agreement, a partner, regardless of the nature of his or her contribution, has no right to demand and receive any distribution from a limited partnership in any form other than cash. Except as provided in writing in the partnership agreement, a partner may not be compelled to accept a distribution of any asset in kind from a limited partnership to the extent that the percentage of the asset distributed to him or her exceeds a percentage of that asset which is equal to the percentage in which he or she shares in distributions from the limited partnership.

Comment

This section is derived from section 10-9B-605, without substantive change.

"~~§10-9B-606~~10A-9-6.06. Rights to distribution.

"At the time a partner becomes entitled to receive a distribution, he or she has the status of, and is entitled to all remedies available to, a creditor of the limited partnership with respect to the distribution.

Comment

This section is derived from section 10-9B-606, without substantive change.

"~~§10-9B-607~~10A-9-6.07. Limitations on distribution.

"(a) A partner may not receive a distribution from a limited partnership to the extent that, after giving effect to the distribution, all liabilities of the limited partnership, other than liabilities to partners on account of their partnership interests, exceed the fair value of the partnership assets.

"(b) A limited partner who receives a distribution in violation of subsection (a) ~~of this section~~, and who had knowledge at the time of the distribution that the distribution violated subsection (a) ~~of this section~~, shall be liable to the limited partnership for the amount of the distribution. A limited partner who receives a distribution in violation of subsection (a) ~~of this section~~, and who did not have knowledge at the time of the distribution that the distribution violated subsection (a) ~~of this section~~, shall not be liable for the amount of the distribution. Subject to subsection (c) ~~of this section~~, this subsection shall not affect any obligation or liability of a limited partner under a partnership agreement or other applicable law for the amount of a distribution.

"(c) Unless otherwise agreed in writing, a limited partner who receives a distribution from a limited partnership shall have no liability under this chapter or other applicable law for the amount of the distribution after the expiration of three years from the date of the distribution."

Comment

This section is derived from section 10-9B-607, without

substantive change.

**ARTICLE 7.
ASSIGNMENT OF PARTNERSHIP INTERESTS**

"~~§10-9B-701~~10A-9-7.01. Nature of partnership interest.

"A partnership interest is personal property.

Comment

This provision is derived from section 10-9B-701, without change. The same principle is expressed generically in the Hub in the definition of "ownership interest", section 10A-1-1.03(67).

"~~§10-9B-702~~10A-9-7.02. Assignment of partnership interest.

"(a) Except as provided in the partnership agreement:

"(i) A partnership interest is assignable in whole or in part;

"(ii) An assignment of a partnership interest does not dissolve a limited partnership or entitle the assignee to become or to exercise any rights of a partner;

"(iii) An assignment entitles the assignee to share in ~~such~~ the capital and profits and losses, to receive ~~such~~ the distribution or distributions, and to receive ~~such~~ the allocation of income, gain, loss, deduction, or credit or similar item to which the assignor was entitled, to the extent assigned; and

"(iv) A partner ceases to be a partner upon assignment of all his or her partnership interest.

"(b) The assignment of a limited partnership interest does not release the assignor from his or her liability to the limited partnership under Section ~~10-9B-502~~ 10A-9-5.02 or, (in the case of an assignor who is a general partner), from any liability under Section ~~10-9B-207~~ 10A-9-2.07.

"(c) The partnership agreement may provide that a partner's interest in a partnership may be evidenced by a certificate of partnership

interest issued by the partnership and may also provide for the assignment or transfer of any partnership interest represented by the certificate and make other reasonable provisions with respect to ~~such~~ the certificates.

Comment

This provision is derived from section 10-9B-702, without substantive change.

"§10-9B-70310A-9-7.03. Rights of assignee to become limited partner.

"On application to a court of competent jurisdiction by any judgment creditor of a partner, the court may charge the partnership interest of the partner with payment of the unsatisfied amount of the judgment with interest. To the extent so charged, the judgment creditor has only the rights of an assignee of the partnership interest. This chapter does not deprive any partner of the benefit of any exemption laws applicable to his or her partnership interest.

Comment

This section is derived from section 10-9B-703, without substantive change.

"§10-9B-70410A-9-7.04. Right of assignee to become limited partner.

"(a) An assignee of a partnership interest, including an assignee of a general partner, may become a limited partner if and to the extent that (i) the assignor gives the assignee that right in accordance with authority described in the partnership agreement, or (ii) all other partners consent.

"(b) An assignee who has become a limited partner has, to the extent assigned, the rights and powers, and is subject to the restrictions and liabilities, of a limited partner under the partnership agreement and this chapter. An assignee who becomes a limited partner also is liable for the obligations of his or her assignor with respect to contributions as provided in Article 5 and distributions as provided in Article 6. However, the assignee is not obligated for liabilities of which the assignee had no knowledge at the time he or she became a limited partner.

"(c) If an assignee of a partnership interest becomes a limited partner, the assignor is not released from his or her liability to the limited

partnership under Section ~~10-9B-502~~ 10A-9-5.02 or, (in the case of an assignor who is a general partner), any liability under Section ~~10-9B-207~~ 10A-9-2.07.

Comment

This section is derived from section 10-9B-704, without substantive change.

~~§10-9B-705~~10A-9-7.05. Powers of successors in interest.

"If a partner who is an individual dies or a court of competent jurisdiction adjudges him or her to be incompetent to manage his or her person or his or her property, the partner's personal representative, guardian, conservator, or other legal representative may exercise all the partner's rights for the purpose of settling his or her estate or administering his or her property, including any power the partner had to give an assignee the right to become a limited partner. Subject to Section ~~10-9B-402~~ 10A-9-4.02 and except as otherwise provided in the partnership agreement, if a partner is a corporation, trust, partnership, custodianship, or other entity and is dissolved or terminated, the powers of that partner may be exercised by its legal representative or successor of ~~such~~ the partner."

Comment

This section is derived from section 10-9B-705, without substantive change.

**ARTICLE 8.
DISSOLUTION**

"~~§10-9B-801~~10A-9-8.01. Nonjudicial dissolution.

"A limited partnership is dissolved and its affairs shall be wound up upon the happening of the first to occur of the following:

"(1) At the time, (if any), specified in the certificate of limited partnership;

"(2) Upon the happening of events specified in writing in the partnership agreement;

"(3) Written consent of all partners;

"(4) An event of withdrawal of a general partner unless (a) at the time there is at least one other general partner and the written provisions of the partnership agreement permit the business of the limited partnership to be carried on by the remaining general partner and that partner does so, or (b) within 90 days after the withdrawal, all partners agree in writing to continue the business of the limited partnership and to the appointment of one or more additional general partners if necessary or desired, which agreement shall be effective as of the date of ~~such~~ the event of withdrawal; or

"(5) Entry of a decree of judicial dissolution under Section ~~10-9B-802~~ 10A-9-8.02.

Comment

This provision is derived from section 10-9B-801, without substantive change. The provisions of Article 8 have been retained in the spoke in view of the limited coverage of dissolution in the Hub.

"~~§10-9B-802~~10A-9-8.02. Judicial dissolution.

On application by or for a partner the circuit court for the county in which the limited partnership's certificate of limited partnership is filed may decree dissolution of a limited partnership whenever a general partner willfully or persistently commits a material breach of the partnership agreement or of this chapter, or whenever it is not reasonably practicable to carry on the business in conformity with the partnership

agreement.

Comment

This provision is derived from section 10-9B-802, without substantive change.

"~~10-9B-803~~10A-9-8.03. Winding up.

"Except as provided in the partnership agreement, the general partners who have not wrongfully dissolved a limited partnership or, if none, the limited partners, may wind up the limited partnership's affairs; but the circuit court for the county in which the certificate of limited partnership is filed may, upon cause shown, wind up the limited partnership's affairs upon application of any partner, his or her legal representative, or assignee.

Comment

This section is derived from section 10-9B-803, without substantive change.

"~~§10-9B-804~~10A-9-8.04. Distribution of assets.

"Upon the winding up of a limited partnership formed under this chapter, the assets shall be distributed in the following order of priority:

"(1) To creditors, (including partners who are creditors, to the extent permitted by Section ~~10-9B-107~~ 10A-1-2.16 or otherwise permitted by law), in satisfaction of liabilities of the limited partnership other than liabilities, even though enforceable by a partner as a creditor, under Section ~~10-9B-606~~ 10A-9-6.06 for distributions to partners under Section ~~10-9B-601~~ 10A-9-6.01 or Section ~~10-9B-604~~ 10A-9-6.04;

"(2) Except as provided in the partnership agreement, to partners and former partners in satisfaction of liabilities for distributions under Section ~~10-9B-601~~ 10A-9-6.01 or Section ~~10-9B-604~~ 10A-9-6.04; and

"(3) Except as provided in the partnership agreement, to partners first to the extent of the credit balances of their respective capital accounts, and secondly respecting their partnership interests, in the proportions in which the partners share in distributions.

Comment

This section is derived from section 10-9-804, without substantive change.

"~~§10-9B-805~~10A-9-8.05. Settling of accounts; applicability of section.

"(a) In settling accounts after dissolution, the liabilities of the partnership shall be entitled to payment in the following order:

"(1) Those to creditors, in the order of priority as provided by law, except those to limited partners on account of their contributions and to general partners;

"(2) Those to limited partners in respect to their share of the profits and other compensation by way of income on their contributions;

"(3) Those to limited partners in respect to the capital of their contributions;

"(4) Those to general partners other than for capital and profits;

"(5) Those to general partners in respect to profits; and

"(6) Those to general partners in respect to capital.

"(b) Subject to any statement in the certificate or to subsequent agreement, limited partners share in the partnership assets in respect to their claims for capital and in respect to their claims for profits or for compensation by way of income on their contributions, respectively, in proportion to the respective amounts of ~~such~~ the claims.

"(c) This section shall not apply to limited partnerships formed under the laws of this state on or after January 1, 1984, but shall apply only (i) to limited partnerships formed under the laws of this state on or after January 1, 1972, and prior to January 1, 1984, and (ii) to limited partnerships formed under the laws of this state prior to January 1, 1972, which elected to come within the limited partnership provisions which became effective January 1, 1972, or which renewed their existence, except as ~~such~~ the renewal was provided in the original agreement, on or after January 1, 1972, and prior to January 1, 1984."

Comment

This section is derived from section 10-9B-805, without substantive change. For the settling of accounts in general partnerships, see section 10A-8-8.07; for general winding up procedures see section 10A-1-9.12.

ARTICLE 9. RESERVED

Sections 10-9B-901, 10-9B-902, 10-9B-903, 10-9B-904, 10-9B-905, 10-9B-906, 10-9B-907, and 10-9B-908 of the Code of Alabama 1975, are repealed.

Comment

Present 10-9B-901. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code. Article 9 may be shown as “reserved.” The specific matter of the determination of applicable law with respect to foreign entities is addressed in section 10A-1-1.21

Present 10-9B-902. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

Present 10-9B-903. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

Present 10-9B-904. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

Present 10-9B-905. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

Present 10-9B-906. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

Present 10-9B-907. The subject of the former Article 9 (Foreign

Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

Present 10-9B-908. The subject of the former Article 9 (Foreign Limited Partnerships) is now covered by Article 7 of Chapter 1 of this Code.

ARTICLE 10. DERIVATIVE ACTIONS

"~~§10-9B-1001~~10A-9-10.01. Right of action.

"A limited partner may bring an action in the right of a limited partnership to recover a judgment in its favor if general partners with authority to do so have refused to bring the action or if an effort to cause those general partners to bring the action is not likely to succeed.

Comment

This section is derived from section 10-9B -1001, without change.

"~~§10-9B-1002~~10A-9-10.02. Proper plaintiff.

"In a derivative action, the plaintiff must be a partner at the time of bringing the action or have succeeded to the right of a partner under Section ~~10-9B-705~~ 10A-9-7.05 and (1) at the time of the transaction of which he or she complains, or (2) his or her status as a partner, (or successor), exercising the rights and powers of a partner under Section ~~10-9B-705~~ 10A-9-7.05, have devolved upon him or her by operation of law or pursuant to the terms of the partnership agreement from a person who was a partner at the time of the transaction.

Comment

This section is derived from section 10-9B-1002, without substantive change.

"~~§10-9B-1003~~10A-9-10.03. Pleading.

"In a derivative action, the complaint shall set forth with particularity the effort of the plaintiff to secure initiation of the action by a general partner or the reasons for not making the effort.

Comment

This section is derived from section 10-9B -1003, without change.

"§10-9B-100410A-9-10.04. Expenses.

"If a derivative action is successful, in whole or in part, or if anything is received by the plaintiff as a result of a judgment, compromise, or settlement of an action or claim, the court may award the plaintiff reasonable expenses, including reasonable attorney's fees, and shall direct him or her to remit to the limited partnership the remainder of those proceeds received by him or her."

Comment

This section is derived from section 10-9B -1004, without change.

ARTICLE 11. RESERVED

Sections 10-9B-1101, 10-9B-1102, 10-9B-1103, 10-9B-1104, 10-9B-1105, 10-9B-1106, 10-9B-1107, and 10-9B-1108 of the Code of Alabama 1975, are repealed.

Comment

The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9. And unlike business corporations and other corporate entities, the Drafting Committee did not retain the existing limited partnership merger and conversion provisions in the limited partnership article (or the existing general partnership merger and conversion provisions in the general partnership article). Instead partnership mergers and conversions, whether involving general or limited partnerships, are governed by the merger and conversion provisions of Chapter One, Article Eight (the "junction box"). The reason for this is that the merger and conversion provisions of the present general and limited partnership statutes were the basis for the "junction box" provisions. Since the Hub "junction box" provisions track the partnership merger and conversion provisions closely, the retention of separate merger and conversion provisions in the spoke would be redundant and not really offer a true alternative method of merging or converting. With corporate entities, however, the retention of the existing entity-specific provisions does offer a true alternative.

Present 10-9B-1102. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

Present 10-9B-1103. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

Present 10-9B-1104. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

Present 10-9B-1105. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

Present 10-9B-1106. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

Present 10-9B-1107. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

Present 10-9B-1108. The subject matter of mergers and conversions has been re-located to the Hub, to Chapter One, Article 9.

ARTICLE 12. MISCELLANEOUS

"§~~10-9B-1201~~10A-9-12.01. Construction of application.

"(a) This chapter shall be so applied and construed to effectuate its general purpose to make uniform the law with respect to the subject of this chapter among states enacting it.

"(b) The rule that statutes in derogation of the common law are to be strictly construed shall have no application to this chapter.

Comment

This section is derived without change form section 10-9B-1201.

"§~~10-9B-1203~~10A-9-12.02. Severability.

"If any provision of this chapter or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of the chapter which can be given effect without the invalid provision or application, and to this end the provisions

of this chapter are severable."

Comment

This section is derived without change from section 10-9B-1203.

Section 10-9B-1204 of the Code of Alabama 1975, is repealed.

Comment

This section is marked for deletion since the time frame set forth has passed.

"~~§10-9B-1205~~10A-9-12.03. Rules for cases not provided for in this chapter or in applicable provisions of Chapter 1.

"In any case not provided for in this chapter or in the provisions of Chapter 1 applicable to limited partnerships, the provisions of the Alabama Uniform Partnership Act of 1996 Law govern.

Comment

This section is derived from section 10-9B-1205, with changes to make clear the applicability of the Hub provisions.

"~~§10-9B-1206~~10A-9-12.04. Savings clause.

"The repeal of any statutory provision by this chapter does not impair, or otherwise affect, the organization or the continued existence of a limited partnership existing on October 1, 1998, nor does the repeal of any existing statutory provision by this chapter impair any contract or affect any right accrued before October 1, 1998."