LLC MEMBER PROFIT AND LOSS ALLOCATION AGREEMENT

This LLC Member Profit and Loss Allocation Agreement (the "Agreement") is entered into and made effective as of ____________________, 20_____, by and among the undersigned members of ________________________________, LLC, a limited liability company organized under the laws of the State of ____________________ (the "Company").

RECITALS

WHEREAS, the Members have entered into an Operating Agreement of the Company dated ____________________, 20_____; and

WHEREAS, the Members desire to clarify and formally document their agreement regarding the allocation of the Company's profits, losses, and distributions among themselves;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. ALLOCATION OF PROFITS AND LOSSES

Except as otherwise provided by applicable tax law, the Net Profits and Net Losses of the Company shall be allocated among the Members in accordance with the following percentages:

Member Name	**Capital Contribution**	**Profit Allocation (%)**	**Loss Allocation (%)**
________________	____________________	____________________	____________________
________________	____________________	____________________	____________________
________________	____________________	____________________	____________________
________________	____________________	____________________	____________________

2. CAPITAL ACCOUNTS

An individual Capital Account shall be maintained for each Member in accordance with the Internal Revenue Code Section 704(b) and the Treasury Regulations promulgated thereunder. Each Capital Account shall be increased by the amount of capital contributions made by the Member and allocations of Net Profits to the Member, and decreased by the amount of cash and property distributed to the Member and allocations of Net Losses to the Member.

3. DISTRIBUTIONS

Distributions of cash or other assets of the Company shall be made at such times and in such aggregate amounts as determined by the Members or Managing Member. All distributions shall be distributed to the Members in proportion to their respective Profit Allocation percentages as set forth in Section 1 of this Agreement, unless otherwise unanimously agreed upon in writing by all Members.

4. TERM AND TERMINATION

This Agreement shall remain in full force and effect until the dissolution and liquidation of the Company, or until terminated or amended by the written consent of all participating Members.

5. GOVERNING LAW

This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of ____________________, without regard to its conflict of laws principles.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this LLC Member Profit and Loss Allocation Agreement as of the date first written above.

____

Member Signature

____

Printed Name

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Date

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Member Signature

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Printed Name

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Date

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Member Signature

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Printed Name

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Date