

PARTNERSHIP PROFIT ALLOCATION AND WITHDRAWAL AGREEMENT

This Partnership Profit Allocation and Withdrawal Agreement (the "Agreement") is entered into and made effective as of _____, 20____, by and among the undersigned partners (collectively referred to as the "Partners" and individually as a "Partner") of _____ (the "Partnership").

RECITALS

WHEREAS, the Partners have entered into a Partnership Agreement dated _____, 20____ (the "Original Agreement"); and

WHEREAS, the Partners desire to formally clarify and establish the terms, conditions, and procedures governing the allocation of net profits and losses, distributions, and capital withdrawals from the Partnership;

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

SECTION 1: CAPITAL ACCOUNTS & CONTRIBUTIONS

1.1. **Capital Accounts:** A separate capital account shall be maintained for each Partner. Each Partner's capital account shall be credited with their initial capital contribution, any additional capital contributions made by them, and their share of Partnership net profits, and debited with their share of Partnership net losses and the amount of any distributions or withdrawals made by them.

1.2. **Initial Contributions:** The current capital account balances of the Partners as of the date of this Agreement are acknowledged as follows:

Partner Name	Capital Contribution	Ownership Percentage (%)
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

SECTION 2: ALLOCATION OF NET PROFITS AND LOSSES

2.1. **Allocation Ratio:** Except as otherwise provided by law or agreement, the net profits and losses of the Partnership shall be allocated to and borne by the Partners in proportion to their respective ownership percentages,

unless specified otherwise below:

2.2. **Timing of Allocations:** Net profits and losses shall be determined and allocated at the end of each fiscal year of the Partnership, or at more frequent intervals as determined by the Partners.

SECTION 3: PARTNER DISTRIBUTIONS

3.1. **Tax Distributions:** Prior to any general distributions, the Partnership may distribute funds to each Partner in an amount sufficient to cover federal, state, and local income tax liabilities arising from their allocable share of Partnership income.

3.2. **Discretionary Distributions:** General distributions of cash or other assets of the Partnership, representing net profits or return of capital, shall be made at such times and in such aggregate amounts as determined by _____ . Such distributions shall be distributed to the Partners in proportion to their respective interest percentages.

SECTION 4: WITHDRAWALS OF CAPITAL

4.1. **Prior Written Consent:** No Partner shall have the right to withdraw any part of their capital contribution or capital account balance from the Partnership without the prior written consent of _____ .

4.2. **Terms of Authorized Withdrawal:** Any approved withdrawal of capital shall be subject to the following terms, conditions, and payment schedules:

SECTION 5: MISCELLANEOUS PROVISIONS

5.1. **Governing Law:** This Agreement shall be construed, interpreted, and governed by the laws of the State of _____ .

5.2. **Amendments:** This Agreement may only be amended, modified, or supplemented by a written instrument signed by all Partners.

5.3. **Entire Agreement:** This Agreement constitutes the entire understanding among the Partners regarding profit allocations, distributions, and withdrawals, and supersedes any prior oral or written agreements on these specific subject matters.

IN WITNESS WHEREOF, the Partners have executed this Partnership Profit Allocation and Withdrawal Agreement as of the date first written above.

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____

Partner Signature

Print Name: _____

Date: _____