BUSINESS PARTNERSHIP PROFIT AND LOSS SHARING AGREEMENT

This Partnership Profit and Loss Sharing Agreement (the "Agreement") is entered into and made effective as of ____________________, 20__________, by and between the following partners:

Partner 1: ____, residing at ____.

Partner 2: ____, residing at ____.

Partner 3: ____, residing at ____.

WHEREAS, the Partners have agreed to enter into a partnership doing business under the name of ____ (the "Partnership"), pursuant to a Partnership Agreement dated ____________________, 20__________;

WHEREAS, the Partners desire to formally establish the terms and conditions governing the allocation and distribution of profits and losses of the Partnership.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Partners agree as follows:

1. Allocation of Profits and Losses

All profits and losses of the Partnership shall be allocated to and shared by the Partners in accordance with the following percentages (the "Allocation Shares"):

Partner Name	Capital Contribution	Profit Share (%)	Loss Share (%)
____	$____________________	__________%	__________%
____	$____________________	__________%	__________%
____	$____________________	__________%	__________%

2. Timing of Distributions

Distributions of net profits shall be calculated and made to Partners on a ____________________ basis (e.g., monthly, quarterly, annually), or at such other times as mutually agreed upon by all Partners. No distribution shall be made if it would compromise the financial stability or operational capability of the Partnership.

3. Capital Accounts

An individual capital account shall be maintained for each Partner. The capital account of each Partner shall be: (a) credited with the Partner's capital contributions, (b) credited with the Partner's allocated share of profits, (c) debited with the Partner's allocated share of losses, and (d) debited with the distributions made to the Partner.

4. Limitation of Liability for Losses

Except as otherwise provided by law, no Partner shall be personally liable for the debts, liabilities, or obligations of the Partnership beyond their capital contribution, unless a loss is caused by the willful misconduct, gross negligence, or unauthorized actions of that specific Partner.

5. Dissolution and Liquidation

Upon the dissolution and liquidation of the Partnership, the remaining assets, after payment of all Partnership liabilities and debts, shall be distributed to the Partners in accordance with their positive capital account balances, and thereafter, in proportion to their Profit Share percentages as defined in Section 1.

6. Governing Law

This Agreement and the rights and obligations of the Partners hereunder shall be governed by, construed, and enforced in accordance with the laws of the State of ____________________.

7. Amendments

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

IN WITNESS WHEREOF, the Partners have executed this Agreement on the dates set forth below.

Partner 1:

Signature: ____________________________

Name: ____________________

Date: ____________________

Partner 2:

Signature: ____________________________

Name: ____________________

Date: ____________________

Partner 3:

Signature: ____________________________

Name: ____________________

Date: ____________________