GENERAL PARTNERSHIP PROFIT AND LOSS ALLOCATION AGREEMENT

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

WHEREAS, the Partners associated themselves in a general partnership under the laws of the State of ____________________; and

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

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 Partners agree as follows:

1. PARTNERSHIP CAPITAL CONTRIBUTIONS

The Partners have contributed or shall contribute capital to the Partnership as set forth below:

Partner Name	Capital Contribution (Value/Asset)	Capital Account Value
____________________	____	________________________________
____________________	____	________________________________
____________________	____	________________________________
____________________	____	________________________________

2. ALLOCATION OF PROFITS AND LOSSES

Except as otherwise provided by law, the net profits and net losses of the Partnership shall be allocated among the Partners in accordance with the following percentages:

Partner Name	Profit Allocation Percentage (%)	Loss Allocation Percentage (%)
__________________	____	____
__________________	____	____
__________________	____	____
__________________	____	____

3. DISTRIBUTIONS OF CASH FLOW

Cash distributions shall be made to the Partners at such times and in such aggregate amounts as determined by the Partners. All such distributions shall be distributed to the Partners in proportion to their respective profit allocation percentages, unless otherwise agreed upon in writing by all Partners.

4. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each Partner. Each Partner's capital account shall be increased by their capital contributions and their allocated share of Partnership profits, and decreased by distributions made to them and their allocated share of Partnership losses.

5. GOVERNING LAW

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

6. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding and agreement among the Partners with respect to the allocation of profits and losses and supersedes any prior written or oral agreements concerning this subject matter.

IN WITNESS WHEREOF, the Partners have executed this Agreement on the date first written above.

____

PARTNER SIGNATURE

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PARTNER PRINTED NAME

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DATE

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PARTNER SIGNATURE

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PARTNER PRINTED NAME

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