PARTNERSHIP PROFIT AND LOSS ALLOCATION AGREEMENT

This 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") of ____ (the "Partnership").

RECITALS

WHEREAS, the Partners have entered into a Partnership Agreement dated ______________________________ governing the operations and management of the Partnership; and

WHEREAS, the Partners desire to formally establish and clarify the terms and percentages governing the allocation and distribution of all profits, losses, gains, deductions, and credits 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. ALLOCATION OF PROFITS AND LOSSES

Except as otherwise required by applicable tax laws, the net profits and net losses of the Partnership shall be allocated among the Partners in accordance with the following percentages (the "Allocation Shares"):

Partner Name	Capital Contribution	Profit Allocation %	Loss Allocation %
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________
________________	________________	________________	________________

2. TIMING OF DISTRIBUTIONS

Distributions of net profits shall be determined by the Partners and shall be made at the following intervals: ____, or at such other times as mutually agreed upon by a majority in interest of the Partners.

3. CAPITAL ACCOUNTS

An individual capital account shall be maintained for each Partner. Each Partner's capital account shall be credited with their capital contributions, their allocated share of net profits, and debited with their allocated share of net losses and the amount of any distributions made to them.

4. 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 ______________________________.

5. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding among the Partners regarding the allocation of profits and losses and supersedes any prior agreements. This Agreement may not be amended, modified, or altered except by a written instrument executed by all

Partners.

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

____

Partner Signature

Print Name: ______________________________

Date: ______________________________

____

Partner Signature

Print Name: ______________________________

Date: ______________________________

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Partner Signature

Print Name: ______________________________

Date: ______________________________

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Partner Signature

Print Name: ______________________________

Date: ______________________________