

JOINT VENTURE ACCOUNTING AND TAX COOPERATION AGREEMENT

This Joint Venture Accounting and Tax Cooperation Agreement (the "Agreement") is entered into as of _____, by and between the following parties:

Party A: _____, a corporation organized and existing under the laws of _____, with its principal office located at _____.

Party B: _____, a corporation organized and existing under the laws of _____, with its principal office located at _____.

Party A and Party B are hereinafter individually referred to as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties have entered into a Joint Venture Agreement dated _____ (the "JV Agreement") establishing _____ (the "Joint Venture"); and

WHEREAS, the Parties desire to establish terms and procedures for managing the accounting records, financial reporting, tax preparation, and tax compliance responsibilities related to the Joint Venture;

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

1. ACCOUNTING & BOOKKEEPING

- Maintenance of Books:** The Parties agree that _____ shall be designated as the Administrative Member responsible for maintaining the books of account and financial records of the Joint Venture.
- Accounting Standards:** All financial statements, books, and records shall be kept in accordance with _____.
- Fiscal Year:** The fiscal year of the Joint Venture shall end on _____ of each year.

2. FINANCIAL REPORTING & AUDITS

- Periodic Reports:** The Administrative Member shall provide quarterly financial statements to the other Party within _____ days following the end of each fiscal quarter.
- Annual Audit:** Within _____ days after the close of each fiscal year, the books of the Joint Venture shall be audited by an independent certified public accounting firm selected by _____.
- Right of Inspection:** Each Party shall have the right, at its own expense, to inspect, review, and copy any financial books and records of the Joint Venture during normal business hours upon giving _____ days written notice.

3. TAX CLASSIFICATION & REPORTING

- Tax Classification:** For tax purposes, the Joint Venture shall be classified as a _____.
- Tax Partner:** _____ is hereby designated as the Partnership Representative (or equivalent under applicable tax law) and shall represent the Joint Venture in all tax proceedings.
- Tax Returns:** The Partnership Representative shall prepare or cause to be prepared all federal, state, and local tax returns. Draft copies of such returns shall be provided to the other Party for review and approval no later than _____ days prior to the filing deadline.

4. ALLOCATION OF TAX LIABILITIES AND CREDITS

- Allocations:** All items of income, gain, loss, deduction, and credit shall be allocated between the Parties in accordance with their respective ownership interests, which are defined as:

Party A: _____ %

Party B: _____ %

2. **Withholding:** The Joint Venture shall withhold and pay over any taxes required to be withheld by applicable law with respect to any allocation or distribution to the Parties.

5. COOPERATION & INFORMATION EXCHANGE

The Parties agree to cooperate fully with each other, including providing necessary documents, signatures, and information, to ensure accurate accounting, timely filing of tax returns, and successful resolution of any audit, examination, or dispute with tax authorities.

6. TERM AND TERMINATION

This Agreement shall commence on the date first written above and shall continue in full force and effect until the liquidation and final dissolution of the Joint Venture, or until terminated by mutual written agreement of the Parties.

7. MISCELLANEOUS

1. **Governing Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of _____, without regard to its conflict of law principles.
2. **Amendments:** This Agreement may only be amended, modified, or supplemented by a written instrument executed by both Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Joint Venture Accounting and Tax Cooperation Agreement as of the date first above written.

PARTY A:

By: _____
Name: _____
Title: _____

Signature

PARTY B:

By: _____
Name: _____
Title: _____

Signature