PARTNERSHIP PROFIT AND LOSS ALLOCATION AGREEMENT

This Partnership Profit and Loss Allocation Agreement (the "Agreement") is entered into as of____________________, 20______, by and among the partners of ________________________________ (the "Partnership").

RECITALS

WHEREAS, the Partners entered into a Partnership Agreement dated____________________, 20______ (the "Partnership Agreement"); and

WHEREAS, the Partners desire to formally define and agree upon the allocation of profits and losses 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

The net profits and losses of the Partnership for each fiscal year shall be allocated among the Partners in accordance with the following percentages:

Partner Name	Capital Contribution	Profit Allocation (%)	Loss Allocation (%)
________________	______________________	______________________	______________________
________________	______________________	______________________	______________________
________________	______________________	______________________	______________________
________________	______________________	______________________	______________________

2. DISTRIBUTION OF PROFITS

Distributions of cash or other assets shall be made to the Partners at such times and in such aggregate amounts as determined by ________________________________. All distributions shall be made in proportion to the Partners' respective profit allocation percentages as set forth in Section 1 of this Agreement.

3. CAPITAL ACCOUNTS

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

4. TERM AND AMENDMENT

This Agreement shall remain in full force and effect until amended or terminated. This Agreement may be amended, modified, or terminated only by a written instrument executed by __________________________ of the Partners.

5. GOVERNING LAW

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of __________________________.

6. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Partners regarding the allocation of profits and losses and supersedes all prior agreements, understandings, or representations, whether written or oral, relating to this subject matter.

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

Partner Name: ______________________

____

Signature

Date: ______________________

Partner Name: ______________________

____

Signature

Date: ______________________

Partner Name: ______________________

____

Signature

Date: ______________________

Partner Name: ______________________

____

Signature

Date: ______________________