

AGREEMENT AND DESIGNATION OF TAX MATTERS PARTNER

This Designation of Tax Matters Partner (this "Agreement") is entered into and made effective as of _____, by and among the undersigned members (the "Members") of _____, LLC, a limited liability company organized under the laws of the State of _____ (the "Company").

RECITALS

WHEREAS, the Company is treated as a partnership for federal, state, and local income tax purposes;

WHEREAS, pursuant to the Internal Revenue Code and the Treasury Regulations promulgated thereunder, the Company is required to designate a representative to act as the "Tax Matters Partner" (or Partnership Representative, as applicable) to manage and oversee the tax affairs of the Company; and

WHEREAS, the Members desire to formally designate and appoint a Tax Matters Partner in accordance with the terms and conditions set forth herein.

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 Members agree as follows:

1. DESIGNATION OF TAX MATTERS PARTNER

The Members hereby designate _____ as the "Tax Matters Partner" (the "Tax Matters Partner") of the Company. The Tax Matters Partner hereby accepts such designation and agrees to perform the duties and obligations required of a Tax Matters Partner under the Internal Revenue Code, the Treasury Regulations, and this Agreement.

2. AUTHORITY AND POWERS

Subject to any limitations set forth in the Company's Operating Agreement or applicable law, the Tax Matters Partner shall have the sole authority, power, and duty to represent the Company in connection with all examinations of the Company's affairs by tax authorities, including administrative and judicial proceedings. Without limiting the generality of the foregoing, the Tax Matters Partner is authorized to:

- Keep all Members informed of all administrative and judicial proceedings for the adjustment of Company items at the partnership level;
- Enter into any settlement agreement with the Internal Revenue Service or other taxing authorities binding on the Company and the Members;
- File a petition for readjustment of partnership items or for administrative adjustment;
- Engage legal counsel, accountants, and other advisors at the expense of the Company to assist in tax proceedings and filings.

3. RESIGNATION AND REMOVAL

The Tax Matters Partner may resign at any time by giving written notice to all Members of the Company. The Tax Matters Partner may be removed at any time, with or without cause, by the affirmative vote or written consent of Members holding a majority of the membership interests in the Company. In the event of resignation, removal, death, or incapacity of the Tax Matters Partner, a successor Tax Matters Partner shall be designated by the Members holding a majority of the membership interests.

4. INDEMNIFICATION

The Company shall indemnify, defend, and hold harmless the Tax Matters Partner from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) incurred by the Tax Matters Partner in connection with the performance of its duties hereunder, provided that the Tax Matters Partner acted in good faith and in a manner reasonably believed to be in, or not opposed to, the best interests of the Company, and such conduct did not constitute gross negligence, willful

misconduct, or a material breach of this Agreement.

5. 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 laws principles.

6. ENTIRE AGREEMENT; AMENDMENTS

This Agreement constitutes the entire agreement among the Members regarding the subject matter hereof and supersedes all prior agreements or understandings. This Agreement may not be amended, modified, or supplemented except by a written instrument executed by all of the Members.

IN WITNESS WHEREOF the undersigned have executed this Designation of Tax Matters Partner as of the date first written above.

MEMBERS:

Signature of Member
Name: _____

Signature of Member
Name: _____

Signature of Member
Name: _____

Signature of Member
Name: _____

TAX MATTERS PARTNER ACCEPTANCE:

The undersigned hereby accepts the designation as Tax Matters Partner of the Company and agrees to perform the duties of the position as set forth in this Agreement.

Signature of Tax Matters Partner
Name: _____
Date: _____