NON-PRO RATA PARTNERSHIP INCOME ALLOCATION AGREEMENT

This Non-Pro Rata Partnership Income Allocation Agreement (the "Agreement") is entered into as of__________________, 20__________, by and among the partners listed below (individually a "Partner" and collectively the "Partners") of ____ (the "Partnership").

RECITALS

WHEREAS, the Partners entered into a Partnership Agreement dated__________________, 20__________ (the "Original Agreement"); and

WHEREAS, the Partners desire to provide for a special, non-pro rata allocation of certain items of partnership income, gain, loss, deduction, or credit for the taxable year ending__________________, 20__________, and subsequent years as designated herein, which departs from their general partnership interest percentages; and

WHEREAS, the Partners intend that the allocations provided in this Agreement shall have substantial economic effect within the meaning of Section 704(b) of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Partners agree as follows:

1. SPECIAL ALLOCATION OF INCOME AND LOSS

Notwithstanding any provision to the contrary in the Original Agreement, the Partners agree that the specified items of Partnership income, gain, loss, deduction, or credit for the fiscal period starting__________________, 20__________ and ending __________________, 20__________ shall be allocated as follows:

Partner Name	Capital Contribution	Standard Share (%)	Special Allocation % / Amount	Description of Allocated Item(s
________________________	________________	________ %	________________	________________
________________________	________________	________ %	________________	________________
________________________	________________	________ %	________________	________________
________________________	________________	________ %	________________	________________

2. SECTION 704(B) COMPLIANCE AND CAPITAL ACCOUNTS

1. **Capital Account Maintenance:** The Partnership shall maintain a separate capital account for each Partner in accordance with Section 704(b) of the Code and Treasury Regulations Section 1.704-1(b)(2)(iv).
2. **Substantial Economic Effect:** The Partners agree and intend that the allocations set forth in Section 1 shall have substantial economic effect. In the event of liquidation of the Partnership (or any Partner's interest therein), liquidating distributions shall be made in accordance with the positive capital account balances of the Partners.
3. **Deficit Restoration / Minimum Gain Chargeback:** This Agreement hereby incorporates by reference any qualified income offset and minimum gain chargeback provisions required to comply with Treasury Regulations under Section 704(b) of the Code.

3. GENERAL PROVISIONS

1. **Effect on Original Agreement:** Except as specifically amended or modified by this Agreement, all terms, covenants, and conditions of the Original Agreement shall remain in full force and effect.
2. **Governing Law:** This Agreement shall be construed, interpreted, and governed by the laws of the State of __________________, without giving effect to conflict of law principles.
3. **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Partners have executed this Non-Pro Rata Partnership Income Allocation Agreement as of the date first written above.

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Partner Name: ____________________

Date: ____________________

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Partner Name: ____________________

Date: ____________________

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Partner Name: ____________________

Date: ____________________

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Partner Name: ____________________

Date: ____________________