

PARTNER CAPITAL ACCOUNT ADMINISTRATION AGREEMENT

AGREEMENT FOR MAINTENANCE OF PARTNER CAPITAL ACCOUNTS

This Partner Capital Account Administration Agreement (the "Agreement") is entered into and made effective as of _____, 20____ (the "Effective Date"), by and between:

Partnership: _____, a partnership organized and existing under the laws of the State of _____, with its principal place of business at _____ (hereinafter referred to as the "Partnership"),

and

Administrator: _____, with its principal place of business at _____ (hereinafter referred to as the "Administrator").

RECITALS

WHEREAS, the Partnership operates under the terms of its Partnership Agreement (as amended from time to time, the "Partnership Agreement") which requires the establishment and maintenance of capital accounts for each partner in accordance with applicable tax laws and regulatory guidelines;

WHEREAS, the Partnership desires to retain the Administrator to provide professional administrative and recordkeeping services to maintain, reconcile, and administer the individual capital accounts of the partners, and the Administrator desires to perform such services under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. ENGAGEMENT AND SCOPE OF SERVICES

The Partnership hereby engages the Administrator, and the Administrator hereby accepts such engagement, to perform the following capital account maintenance and administration services:

- a. Establishment and maintenance of individual ledger accounts for each partner of the Partnership.
- b. Recording and processing of all capital contributions made by partners, including cash and the agreed-upon value of any contributed property.
- c. Calculation and recording of partner allocations of partnership income, gain, loss, deduction, and credit in accordance with the Partnership Agreement and Internal Revenue Code Section 704(b) and the regulations thereunder.
- d. Recording and tracking of all distributions of cash or other property made to partners.
- e. Periodic reconciliation of the capital accounts with the general ledger and financial statements of the Partnership.
- f. Preparation and delivery of capital account balance statements to the Partnership on a _____ basis.

2. CAPITAL ACCOUNT MAINTENANCE RULES

The Administrator shall maintain the capital accounts in strict accordance with:

- a. The specific allocation and distribution provisions set forth in the Partnership Agreement.
- b. Treasury Regulations Section 1.704-1(b)(2)(iv), as amended, and any other applicable federal, state, or local tax laws and regulations.
- c. Written directives, interpretations, and financial data provided to the Administrator by the Partnership's designated representatives or authorized tax advisors.

3. OBLIGATIONS OF THE PARTNERSHIP

To enable the Administrator to perform its duties, the Partnership shall:

- a. Provide the Administrator with a true, complete, and executed copy of the Partnership Agreement and any amendments thereto.
- b. Timely deliver all financial data, tax returns, transaction records, partnership resolutions, valuation reports, and partner information

necessary for the accurate maintenance of the capital accounts.

- c. Promptly notify the Administrator in writing of any changes in partnership membership, transfers of interest, or modifications to allocation methodologies.

4. FEES AND COMPENSATION

As consideration for the services rendered pursuant to this Agreement, the Partnership shall pay the Administrator fees in accordance with the fee schedule set forth in Schedule A attached hereto. Payments shall be made within _____ days of the date of an invoice. Late payments shall bear interest at a rate of _____ % per month or the maximum rate permitted by law, whichever is less.

5. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and shall continue for an initial term of _____. Thereafter, this Agreement shall automatically renew for successive terms of _____, unless either party provides written notice of non-renewal to the other party at least _____ days prior to the expiration of the then-current term. Either party may terminate this Agreement for cause upon _____ days' written notice if the other party breaches any material term of this Agreement and fails to cure such breach within said notice period.

6. CONFIDENTIALITY AND DATA SECURITY

The Administrator shall maintain strict confidentiality with respect to all information, financial data, and personal records of the Partnership and its partners. The Administrator shall implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and integrity of all data related to the partner capital accounts.

7. LIMITATION OF LIABILITY

The Administrator shall not be liable for any errors or inaccuracies in the capital accounts resulting from inaccurate, incomplete, or delayed information provided by the Partnership or its representatives. Except in cases of gross negligence or willful misconduct, the Administrator's total liability under this Agreement shall be limited to the total fees paid by the Partnership to the Administrator during the _____ months preceding the event giving rise to the liability.

8. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of _____, without regard to its conflict of law principles. Any legal action arising under this Agreement shall be brought exclusively in the courts located in _____.

9. MISCELLANEOUS

This Agreement, including any schedules attached hereto, constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, understandings, or negotiations. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Partner Capital Account Administration Agreement as of the Effective Date.

For the Partnership:

Signature

Printed Name

Title

Date

For the Administrator:

Signature

Printed Name

Title

Date