PARTNERSHIP INCOME SPECIAL ALLOCATION ADDENDUM

TO THE PARTNERSHIP AGREEMENT OF ________________________________

This Partnership Income Special Allocation Addendum (hereinafter referred to as the "Addendum") is entered into on this_____ day of___________, 20___, by and among the undersigned partners (collectively referred to as the "Partners") of ______________________________________ (hereinafter referred to as the "Partnership").

RECITALS

WHEREAS, the Partners entered into a Partnership Agreement dated ________________, 20___ (the "Agreement"); and

WHEREAS, the Partners desire to amend the Agreement to provide for a special allocation of certain items of partnership income, gain, loss, deduction, or credit, in accordance with the terms herein and consistent with Internal Revenue Code Section 704(b) and the Treasury Regulations promulgated thereunder; and

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. SPECIAL ALLOCATIONS

Notwithstanding any provision to the contrary in the original Agreement, the Partners hereby agree that the specified items of partnership income, gain, loss, deduction, or credit shall be allocated among the Partners as designated in the table below for the fiscal period starting _____________, 20___, and ending _____________, 20___.

Partner Name	Item / Category of Income, Gain, Loss, or Credit	Allocation Percentage / Amount
________________________________	________________________	________________________
________________________________	________________________	________________________
________________________________	________________________	________________________
________________________________	________________________	________________________

2. SUBSTANTIAL ECONOMIC EFFECT

The Partners intend and agree that the allocations set forth in this Addendum shall have substantial economic effect pursuant to Internal Revenue Code Section 704(b) and the Treasury Regulations Section 1.704-1(b). Capital accounts shall be maintained in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv). If any allocation under this Addendum fails to have substantial economic effect or is otherwise inconsistent with applicable tax laws, the Partners agree to amend this Addendum to comply with such laws while preserving, to the maximum extent possible, the original economic arrangement of the Partners.

3. INTEGRATION AND CONFLICT

This Addendum is hereby incorporated into and made a part of the Agreement. Except as expressly modified by this Addendum, all other terms, conditions, and provisions of the original Agreement remain in full force and effect. In the event of any conflict or inconsistency between the terms of the original Agreement and the terms of this Addendum, the terms of this Addendum shall control.

4. GOVERNING LAW

This Addendum shall be governed by, and construed in accordance with, the laws of the State of ________________, without giving effect to any principles of conflicts of law.

5. COUNTERPARTS

This Addendum may be executed in any number of 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 Partnership Income Special Allocation Addendum as of the date first written above.

Partner 1 Name:

____

Signature: ________________________________

Date: ________________________________

Partner 2 Name:

____

Signature: ________________________________

Date: ________________________________

Partner 3 Name:

____

Signature: ________________________________

Date: ________________________________

Partner 4 Name:

____

Signature: ________________________________

Date: ________________________________