AGREEMENT FOR SPECIAL ALLOCATION OF PARTNERSHIP PROFITS

This Agreement for Special Allocation of Partnership Profits (the "Agreement") is entered into this______ day of __________________, 20______, by and among the partners of ____ (the "Partnership").

RECITALS

WHEREAS, the Partnership is governed by that certain Partnership Agreement dated__________________, 20______ (the "Partnership Agreement"); and

WHEREAS, the Partners desire to amend or supplement the allocation provisions of the Partnership Agreement to provide for a special allocation of certain items of partnership income, gain, loss, deduction, or credit for the taxable year ending __________________, 20______, and subsequent years as set forth herein; and

WHEREAS, the Partners intend that such allocations shall have substantial economic effect pursuant to Section 704(b) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder;

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 ALLOCATION OF PROFITS AND LOSSES

Notwithstanding any provision to the contrary in the Partnership Agreement, the net profits, net losses, or specific items of income, gain, loss, deduction, or credit of the Partnership shall be allocated among the Partners for the period beginning __________________, 20______ and ending __________________, 20______ as follows:

Partner Name	Capital Contribution	Special Allocation Percentage / Specific Asset Source
________________________	__________________	__________________
________________________	__________________	__________________
________________________	__________________	__________________
________________________	__________________	__________________

2. SUBSTANTIAL ECONOMIC EFFECT

The Partners agree that the allocations made pursuant to this Agreement are intended to comply with the provisions of Internal Revenue Code Section 704(b) and the Treasury Regulations Treasury Regulation Section 1.704-1(b). Specifically:

a. Capital accounts shall be maintained in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv).

b. Liquidating distributions shall be made in accordance with the positive capital account balances of the Partners.

c. Partners shall be obligated to restore any deficit balance in their capital accounts, or there shall be a "qualified income offset" provision applied, in accordance with the Treasury Regulations.

3. TERM OF AGREEMENT

This Agreement shall be effective for the fiscal year ending__________________, 20______, and shall continue for subsequent fiscal years unless and until terminated or amended by the written consent of all Partners.

4. GOVERNING LAW

This Agreement shall be construed, interpreted, and governed by the laws of the State of__________________, without regard to its conflict of law principles.

5. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Partners and their respective heirs, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, the Partners have executed this Agreement for Special Allocation of Partnership Profits as of the date first written above.

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Partner Signature

Print Name: ________________________

Date: __________________

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Partner Signature

Print Name: ________________________

Date: __________________

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Partner Signature

Print Name: ________________________

Date: __________________

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Partner Signature

Print Name: ________________________

Date: __________________