

PARTNERSHIP REPRESENTATIVE APPOINTMENT AGREEMENT

This Partnership Representative Appointment Agreement (the "Agreement") is entered into as of _____, 20____, by and between _____, a _____ limited liability company (the "Company"), and _____ (the "Partnership Representative").

RECITALS

WHEREAS, the Company is classified as a partnership for federal income tax purposes;

WHEREAS, pursuant to Section 6223 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, the Company is required to designate a "partnership representative" to act on behalf of the Company in connection with audits and other administrative and judicial proceedings under the Bipartisan Budget Act of 2015 (the "BBA Partnership Audit Rules"); and

WHEREAS, the Company desires to appoint the Partnership Representative, and the Partnership Representative desires to accept such appointment, subject to the terms and conditions set forth herein.

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

1. APPOINTMENT AND ACCEPTANCE

The Company hereby designates and appoints the Partnership Representative as the "partnership representative" of the Company within the meaning of Section 6223 of the Code. The Partnership Representative hereby accepts such appointment and agrees to serve in such capacity and perform all duties required under the Code, the Treasury Regulations, and this Agreement.

2. AUTHORITY AND DUTIES

1. **Authority to Bind:** The Partnership Representative shall have the sole authority to act on behalf of the Company under Subchapter C of Chapter 63 of the Code. All actions taken, and any decisions made, by the Partnership Representative in such capacity shall be binding on the Company and all of its members (the "Members").
2. **Notice to Members:** The Partnership Representative shall keep the Members reasonably informed of any administrative or judicial proceedings regarding the tax affairs of the Company. The Partnership Representative shall provide to the Members copies of any written correspondence, notices, or other communications received from the Internal Revenue Service (the "IRS") or any state or local tax authority within _____ days of receipt.
3. **Restrictions on Authority:** Notwithstanding any provision of this Agreement to the contrary, the Partnership Representative shall not take any of the following actions without the prior written consent of _____:
 - a. Settle, compromise, or agree to any adjustment with respect to any tax item or administrative proceeding of the Company;
 - b. Extend the statute of limitations for assessing any tax against the Company or any Member;
 - c. File a petition for judicial review of any administrative adjustment; or
 - d. Make any election under Section 6226 of the Code (a "push-out" election).

3. COMPENSATION AND REIMBURSEMENT OF EXPENSES

1. **Compensation:** As compensation for services rendered hereunder, the Company shall pay the Partnership Representative _____.
2. **Expense Reimbursement:** The Company shall reimburse the Partnership Representative for all reasonable out-of-pocket expenses (including, but not limited to, legal, accounting, and advisory fees) incurred by the Partnership Representative in connection with the performance of its duties under this Agreement.

4. INDEMNIFICATION

The Company shall indemnify, defend, and hold harmless the Partnership Representative, to the maximum extent permitted by law, from and against any and all liabilities, losses, damages, claims, costs, and expenses (including reasonable attorneys' fees) incurred by the Partnership Representative arising out of or in connection with its service as Partnership Representative, except to the extent that any such liability, loss, damage, claim, cost, or expense is determined by a final, non-appealable judicial decision to have resulted from the Partnership Representative's gross negligence, willful misconduct, or material breach of this Agreement.

5. TERM, RESIGNATION, AND REMOVAL

1. **Term:** This Agreement shall commence on the date first written above and shall continue until terminated pursuant to Section 5(b) or 5(c) hereof, or upon the dissolution and winding up of the Company.
2. **Resignation:** The Partnership Representative may resign at any time by giving at least _____ days' prior written notice to the Company.
3. **Removal:** The Company may remove the Partnership Representative at any time, with or without cause, upon written notice to the Partnership Representative, subject to the appointment of a successor partnership representative as required by the Code and Treasury Regulations.

6. GOVERNING LAW

This Agreement 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.

7. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral. This Agreement may be amended or modified only by a written instrument signed by both parties. 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 parties hereto have executed this Partnership Representative Appointment Agreement as of the date first written above.

THE COMPANY:

_____ (Company Name)

By: _____

Name: _____

Title: _____

PARTNERSHIP REPRESENTATIVE:

_____ (Representative
Name)

By: _____

Name: _____

Title: _____