

PARTNER CAPITAL ACCOUNT MAINTENANCE AGREEMENT

This Partner Capital Account Maintenance Agreement (the "Agreement") is entered into and made effective as of this _____ day of _____, 20____, by and among the partners of _____ (the "Partnership").

1. ESTABLISHMENT OF CAPITAL ACCOUNTS

The Partnership shall establish and maintain for each partner a separate capital account (each, a "Capital Account") in accordance with the rules of Treasury Regulation Section 1.704-1(b)(2)(iv) and the provisions of this Agreement.

2. MAINTENANCE OF CAPITAL ACCOUNTS

Each Partner's Capital Account shall be maintained in accordance with the following provisions:

2.1. Increases: Each Partner's Capital Account shall be increased by:

- (a) The amount of money contributed by the Partner to the Partnership;
- (b) The fair market value of any property contributed by the Partner to the Partnership (net of any liabilities secured by such contributed property that the Partnership is considered to assume or take subject to); and
- (c) Allocations to the Partner of Partnership income and gain (or items thereof), including income and gain exempt from tax.

2.2. Decreases: Each Partner's Capital Account shall be decreased by:

- (a) The amount of money distributed to the Partner by the Partnership;
- (b) The fair market value of any property distributed to the Partner by the Partnership (net of any liabilities secured by such distributed property that the Partner is considered to assume or take subject to); and
- (c) Allocations to the Partner of Partnership loss and deduction (or items thereof).

3. REVALUATION OF PARTNERSHIP PROPERTY

Upon the occurrence of certain events as specified under Treasury Regulation Section 1.704-1(b)(2)(iv)(f), including but not limited to the contribution of money or other property by a new or existing partner, or the distribution of money or other property to a retiring or continuing partner, the Partnership may elect to revalue the Capital Accounts of the Partners to reflect the fair market value of the Partnership property at such time.

4. NEGATIVE CAPITAL ACCOUNTS

Except as otherwise provided by law or the primary partnership agreement, no Partner shall have any obligation to restore a negative balance in their Capital Account, except as agreed upon below:

5. TRANSFER OF INTEREST

Upon the transfer of all or a portion of an interest in the Partnership, the Capital Account of the transferor partner that is attributable to the transferred interest shall carry over to the transferee partner in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv) (l).

6. TERM AND TERMINATION

This Agreement shall remain in full force and effect until the liquidation and dissolution of the Partnership, or until terminated by the written consent of all Partners.

7. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Partner Capital Account Maintenance Agreement as of the date first written above.

PARTNER:

Name: _____
Title: _____
Date: _____

PARTNER:

Name: _____
Title: _____
Date: _____

PARTNER:

Name: _____
Title: _____
Date: _____

PARTNER:

Name: _____
Title: _____
Date: _____