

CONSENT AND APPOINTMENT
OF
PARTNERSHIP REPRESENTATIVE

This Consent and Appointment of Partnership Representative (this "Agreement") is made and entered into effective as of _____, 20____, by and among _____ (the "Partnership"), and the undersigned partners of the Partnership, in connection with the appointment of the Partnership Representative pursuant to Section 6223 of the Internal Revenue Code of 1986, as amended (the "Code").

1. APPOINTMENT OF PARTNERSHIP REPRESENTATIVE

The Partnership and the undersigned partners hereby appoint _____ as the "Partnership Representative" of the Partnership within the meaning of Section 6223 of the Code, and any Treasury Regulations promulgated thereunder, for the taxable year ending _____, and for subsequent taxable years until such time as a successor is appointed or this appointment is revoked in accordance with applicable Treasury Regulations.

2. APPOINTMENT OF DESIGNATED INDIVIDUAL (IF APPLICABLE)

To the extent the appointed Partnership Representative is an entity, _____ is hereby appointed as the "Designated Individual" to act on behalf of the Partnership Representative in accordance with Treasury Regulations Section 301.6223-1.

3. SCOPE OF AUTHORITY

The Partnership Representative (and the Designated Individual, if applicable) shall have the sole and exclusive authority to act on behalf of the Partnership under Subchapter C of Chapter 63 of the Code (the "Partnership Audit Rules"). Any actions taken by the Partnership Representative (and the Designated Individual, if applicable) in connection with any administrative or judicial proceeding involving the tax affairs of the Partnership shall be final, binding, and conclusive on the Partnership and all partners.

4. CONSENT AND ACCEPTANCE

By signing below, the designated Partnership Representative (and the Designated Individual, if applicable) hereby consents to and accepts the appointment, duties, and responsibilities of the Partnership Representative (and Designated Individual, if applicable) under Section 6223 of the Code and this Agreement.

5. INDEMNIFICATION

The Partnership shall indemnify, defend, and hold harmless the Partnership Representative (and the Designated Individual, if applicable) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) incurred by them in connection with the performance of their duties under this Agreement, except to the extent caused by gross negligence, willful misconduct, or a material breach of this Agreement.

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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

THE PARTNERSHIP:

Name of Partnership

By:

Name: _____

Title: _____

PARTNERSHIP REPRESENTATIVE:

Signature

Printed Name: _____

Title (if applicable): _____

DESIGNATED INDIVIDUAL:

(Required only if Partnership Representative is an entity)

Signature

Printed Name: _____

PARTNER / MEMBER:

Signature

Printed Name: _____

Title (if applicable): _____