PARTNERSHIP DISTRIBUTIVE SHARE SPECIAL ALLOCATION AGREEMENT

This Partnership Distributive Share Special Allocation Agreement (the "Agreement") is entered into on this______ day of ____________________, 20____, by and among the partners of ____ (the "Partnership").

Recitals

WHEREAS, the Partners entered into a Partnership Agreement dated____________________, 20____ (the "Partnership Agreement"); and

WHEREAS, the Partners desire to provide for a special allocation of certain items of partnership income, gain, loss, deduction, or credit for the tax year ending____________________, 20____, which differs from their overall economic interest in the Partnership; and

WHEREAS, the Partners intend that these allocations 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 Allocations

Notwithstanding any provision to the contrary in the Partnership Agreement, the designated items of income, gain, loss, deduction, or credit shall be allocated among the Partners for the specified tax period as set forth below:

Partner Name	Item of Income / Gain / Loss / Deduction / Credit	Allocation Percentage (%) / Amount ($)
____________	____	____________________________________
____________	____	____________________________________
____________	____	____________________________________
____________	____	____________________________________

2. Section 704(b) Compliance and Capital Accounts

The Partners agree that the allocations made pursuant to this Agreement are intended to comply with Internal Revenue Code Section 704(b). Capital accounts shall be maintained in accordance with Treasury Regulation Section 1.704-1(b)(2)(iv). Liquidating distributions shall be made in accordance with the positive capital account balances of the Partners, and there shall be a deficit restoration obligation or a qualified income offset provision as required to ensure substantial economic effect.

3. Effectiveness and Integration

This Agreement constitutes an amendment to the Partnership Agreement solely with respect to the specific allocations set forth herein for the period designated. Except as expressly modified by this Agreement, all other terms, conditions, and provisions of the original Partnership Agreement remain in full force and effect.

4. Governing Law

This Agreement shall be governed by, and construed in accordance with, the laws of the State of____________________, without regard to its conflict of laws principles.

5. Counterparts

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 undersigned Partners have executed this Agreement as of the date first written above.

______________________________ Partner Name: ________________ Date: ________________	______________________________ Partner Name: ________________ Date: ________________
______________________________ Partner Name: ________________ Date: ________________	______________________________ Partner Name: ________________ Date: ________________