SPECIAL ALLOCATION OF PARTNERSHIP INCOME AGREEMENT

This Special Allocation of Partnership Income Agreement (the "Agreement") is entered into and made effective as of ____________________________, 20______, by and among the partners of ____ (the "Partnership").

RECITALS

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

WHEREAS, the Partners desire to provide for a special allocation of the Partnership's income, gain, loss, deduction, or credit that differs from their general partnership percentages, in accordance with 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 INCOME / LOSS

Notwithstanding any provision to the contrary in the Original Agreement, for the taxable year ending____________________, 20 ______, the items of Partnership income, gain, loss, deduction, or credit specified below shall be allocated among the Partners as follows:

Partner Name	Description of Allocated Item	Allocation Percentage / Amount

2. SUBSTANTIAL ECONOMIC EFFECT

The Partners intend and agree that the allocations set forth in this Agreement shall have substantial economic effect within the meaning of Section 704(b) of the Internal Revenue Code. 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 any Partner with a deficit capital account balance shall be obligated to restore such deficit to the extent required by applicable Treasury Regulations.

3. INTEGRATION AND GOVERNING LAW

This Agreement constitutes an amendment to the Original Agreement and shall be governed by, and construed in accordance with, the laws of the State of______________________, without regard to its conflict of laws principles. All other terms and conditions of the Original Agreement not modified herein shall remain in full force and effect.

4. 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 Partners have executed this Special Allocation Agreement as of the date first written above.

Partner Signature

Print Name:

Partner Signature

Print Name:

Partner Signature

Print Name:

Partner Signature

Print Name: