

DESIGNATION OF PARTNERSHIP REPRESENTATIVE AND AGREEMENT OF APPOINTMENT

Effective Date: _____

Partnership Name: _____

This Designation and Agreement (the "Agreement") is made pursuant to Section 6223 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, by and among the undersigned Partnership and the designated Partnership Representative.

1. Designation of Partnership Representative

The Partnership hereby designates _____ (the "Partnership Representative") to act as the "partnership representative" within the meaning of Section 6223 of the Code for the taxable year(s) ending _____, and for any subsequent taxable years until such designation is revoked or terminated in accordance with the Code, Treasury Regulations, or the partnership agreement of the Partnership.

2. Designated Individual (If Applicable)

If the designated Partnership Representative is an entity, the Partnership Representative hereby appoints _____ (the "Designated Individual") to act on its behalf in performing the duties and obligations of the Partnership Representative, as required by Treasury Regulation Section 301.6223-1.

3. Authority and Powers

The Partnership Representative (and the Designated Individual, if applicable) shall have the sole authority to act on behalf of the Partnership under Subchapter C of Chapter 63 of the Code. All actions taken by the Partnership Representative (or Designated Individual) in such capacity shall be binding on the Partnership and all partners thereof, including any actions with respect to audits, administrative adjustment requests, settlements, and judicial proceedings.

4. Covenants and Agreements

1. The Partnership Representative agrees to perform all duties required under the Code and Treasury Regulations in good faith and in the best interests of the Partnership and its partners.
2. The Partnership Representative shall provide prompt written notice to the partners of the Partnership of any administrative or judicial proceeding initiated by the Internal Revenue Service (the "IRS"), the receipt of any notice of selection for examination, and any administrative adjustments proposed by the IRS.
3. The Partnership Representative shall not agree to any settlement, file any administrative adjustment request, or initiate any judicial proceeding without obtaining the prior written consent of the Partnership, to the extent required under the partnership agreement of the Partnership.

5. Resignation and Removal

The Partnership Representative may resign, or may be removed by the Partnership, only in accordance with the procedures set forth in the Treasury Regulations under Section 6223 of the Code and any applicable provisions of the partnership agreement of the Partnership.

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 choice of law principles.

IN WITNESS WHEREOF, the parties hereto have executed this Designation and Agreement of Appointment as of the Effective Date written above.

THE PARTNERSHIP:

PARTNERSHIP REPRESENTATIVE:

Partnership Name

Name of Representative

By (Signature)

Signature

Name (Print)

Name (Print)

Title

Title (if signing on behalf of an entity)

DESIGNATED INDIVIDUAL:

(If Representative is an entity)

Signature of Designated Individual

Name (Print)