

PARTNERSHIP REPRESENTATIVE DESIGNATION AGREEMENT

This Partnership Representative Designation Agreement (the "Agreement") is entered into as of _____, 20_____, by and among _____, a _____ partnership (the "Partnership"), and _____ (the "Partnership Representative").

RECITALS

WHEREAS, the Partnership is subject to the partnership audit procedures established by the Bipartisan Budget Act of 2015 (the "BBA Rules") under Sections 6221 through 6241 of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, pursuant to Section 6223 of the Code and the Treasury Regulations promulgated thereunder, the Partnership is required to designate a Partnership Representative who shall have the sole authority to act on behalf of the Partnership in connection with any administrative or judicial proceedings before the Internal Revenue Service ("IRS"); and

WHEREAS, the Partnership desires to designate and appoint the Partnership Representative, and the Partnership Representative desires to accept such designation and appointment, subject to the terms and conditions set forth herein.

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 parties agree as follows:

1. DESIGNATION AND ACCEPTANCE

The Partnership hereby designates and appoints _____ to serve as the "Partnership Representative" of the Partnership within the meaning of Section 6223 of the Code for the tax year ending _____, 20_____, and for subsequent tax years until such time as this designation is revoked, terminated, or a successor is appointed in accordance with this Agreement and the BBA Rules. The Partnership Representative hereby accepts such designation and appointment.

2. SCOPE OF AUTHORITY

The Partnership Representative shall have all of the authority, duties, and obligations granted to or imposed upon a "partnership representative" under the BBA Rules. Any action taken by the Partnership Representative in such capacity, and any decision made or agreement entered into by the Partnership Representative with the IRS or any court, shall be binding on the Partnership and all of its partners.

3. COVENANTS OF THE PARTNERSHIP REPRESENTATIVE

The Partnership Representative covenants and agrees that it shall:

- (a) Keep the Partnership and its partners fully and promptly informed of all administrative and judicial proceedings, communications, and notices from the IRS or other tax authorities;
- (b) Consult with the Partnership's management and designated legal and tax advisors prior to taking any material action, including but not limited to, extending the statute of limitations, filing a petition in court, or settling any audit or tax controversy; and
- (c) Not make any election under the BBA Rules, including a "push-out" election under Section 6226 of the Code, without the prior written consent of _____.

4. COMPENSATION AND REIMBURSEMENT

The Partnership shall reimburse the Partnership Representative for all reasonable out-of-pocket expenses, including legal, accounting, and advisory fees, incurred by the Partnership Representative in connection with the performance of its duties under this Agreement. Compensation, if any, for the services of the Partnership Representative shall be as set forth on Exhibit A attached hereto or as otherwise agreed in writing.

5. INDEMNIFICATION

The Partnership shall indemnify, defend, and hold harmless the Partnership Representative from and against any and all claims, liabilities, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in connection with the performance of its duties as Partnership Representative, except to the extent resulting from the Partnership Representative's willful misconduct, gross negligence, or bad faith.

6. RESIGNATION AND REMOVAL

(a) The Partnership Representative may resign at any time upon _____ days' prior written notice to the Partnership, subject to compliance with the applicable Treasury Regulations regarding resignation of a partnership representative.

(b) The Partnership may remove the Partnership Representative at any time with or without cause upon written notice, subject to the designation of a successor Partnership Representative in accordance with the BBA Rules.

7. MISCELLANEOUS

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. 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 parties hereto have executed this Partnership Representative Designation Agreement as of the date first written above.

PARTNERSHIP:

By: _____
Name: _____
Title: _____

PARTNERSHIP REPRESENTATIVE:

By: _____
Name: _____
Title: _____