

JOINT VENTURE TAX MATTERS PARTNER DESIGNATION AGREEMENT

This Joint Venture Tax Matters Partner Designation Agreement (the "Agreement") is entered into as of _____, 20_____, by and among the undersigned parties (each a "Venturer" and collectively the "Venturers") to the _____ Joint Venture (the "Joint Venture").

RECITALS

WHEREAS, the Venturers have entered into that certain Joint Venture Agreement dated as of _____, 20_____, (as amended from time to time, the "JV Agreement"); and

WHEREAS, the Venturers desire to formally designate a "Tax Matters Partner" (or, to the extent applicable under current law, a "Partnership Representative") to manage and represent the Joint Venture in connection with any administrative or judicial proceedings involving the Internal Revenue Service or any state or local tax authority;

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 Venturers agree as follows:

1. Designation of Tax Matters Partner

The Venturers hereby designate _____ as the "Tax Matters Partner" (and/or "Partnership Representative" as defined under Section 6223 of the Internal Revenue Code of 1986, as amended, and any corresponding state or local tax regulations) (the "Tax Matters Partner") of the Joint Venture.

2. Authority and Duties

The Tax Matters Partner shall have all the powers, duties, and obligations conferred upon a tax matters partner and/or partnership representative under applicable federal, state, and local tax laws. In performance of its duties, the Tax Matters Partner shall:

- a. Keep all Venturers fully informed of any administrative or judicial proceedings for the adjustment of Joint Venture tax items at the partnership level;
- b. Provide the Venturers with copies of all significant written communications received from, or sent to, any tax authority within _____ business days of receipt or sending;
- c. Consult with the Venturers in good faith prior to taking any major action, extending any statute of limitations, or entering into any settlement agreement with any tax authority; and
- d. Not settle any tax audit or proceeding, or make any material tax election, without the prior written consent of Venturers holding at least _____% of the interest in the Joint Venture.

3. Indemnification and Reimbursement

The Joint Venture shall indemnify, defend, and hold harmless the Tax Matters Partner from and against any and all liabilities, losses, damages, costs, and expenses (including reasonable attorneys' fees and accounting fees) incurred in connection with any administrative or judicial proceeding, or the performance of its duties hereunder, provided that the Tax Matters Partner acted in good faith and such actions did not constitute gross negligence, willful misconduct, or a material breach of this Agreement.

4. Resignation and Removal

The Tax Matters Partner may resign at any time upon _____ days' prior written notice to all Venturers. The Tax Matters Partner may be removed at any time, with or without cause, by the affirmative vote of Venturers holding at least _____% of the interest in the Joint Venture. Upon resignation or removal, a successor Tax Matters Partner shall be designated by the Venturers.

5. Miscellaneous

- a. **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 law principles.
- b. **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.
- c. **Amendment:** No amendment, modification, or discharge of this Agreement shall be valid unless in writing and signed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Venture Tax Matters Partner Designation Agreement as of the date first written above.

VENTURER:

By:

Name: _____

Title: _____

VENTURER:

By:

Name: _____

Title: _____

TAX MATTERS PARTNER / PARTNERSHIP

REPRESENTATIVE:

By:

Name: _____

Title: _____