

# Transferor's (Seller's) Application For Transfer

To: \_\_\_\_\_  
GENERAL PARTNER OR TRANSFER AGENT (SEE INSTRUCTION 1)

Transaction Reference Number: \_\_\_\_\_  
(OPTIONAL, SEE INSTRUCTIONS 2)

The transferor hereby makes application to transfer and assign, subject to the general partner's rights, to the transferee all rights and interests, as set forth in the partnership below and for the transferee to succeed to such interest as a Substitute Limited Partner, successor in interest or assignee.

\_\_\_\_\_  
FULL NAME OF PARTNERSHIP

## Partnership ID Information:

Complete at least one of the following (see instruction 3)

CUSIP #: \_\_\_\_\_

NASD Symbol: \_\_\_\_\_

Partnership Tax ID #: \_\_\_\_\_

Tax Shelter ID #: \_\_\_\_\_

## Quantity

Must be completed

Number of units

to be

transferred:

Optional

Number of units

to be held

after transfer:

## Registration Information

Indicate exactly as shown on partnership records (see instruction 4)

Partnership interests are currently registered as follows:

\_\_\_\_\_  
NAME OF TRANSFEROR

\_\_\_\_\_  
ADDRESS OF RECORD

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
INVESTOR ID NUMBER-OPTIONAL (SEE INSTRUCTION 6)

## Tax Identification Information

Complete applicable sections (see instruction 5)

Social Security or Tax ID #: \_\_\_\_\_

Custodian/Trustee Tax ID #: \_\_\_\_\_

California Residents: It is unlawful to consummate a sale or transfer of limited partnership interests or any interest therein, or to receive any consideration therefore, without the prior written consent of the Commissioner of Corporations of the State of California, except as permitted by the Commissioner's rules.

## Broker/Dealer (OPTIONAL)

\_\_\_\_\_  
NAME OF FIRM

\_\_\_\_\_  
NAME AND NUMBER

\_\_\_\_\_  
ADDRESS

Registered Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

Client Account Number: \_\_\_\_\_

Wire Code: \_\_\_\_\_  
OPTIONAL

## Certification

The transferor hereby certifies and represents possession of valid title and all requisite power to assign such interests and that assignment is in accordance with applicable laws and regulations and further certifies, under penalty of law, the following:

### Reason For Transfer

(Check one) For certain types of transfer additional documentation may be required.

Re-registration (Change of name, divorce/separation, individual to trust, etc.)  Sale (for consideration)  
 Death  Gift  Other (please specify) \_\_\_\_\_

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## Signature Execution

Must be signed by the registered holder(s) exactly as name(s) appear(s) on the Partnership Records (see instruction 7).

Transferor's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-Transferor's Signature \_\_\_\_\_ Date \_\_\_\_\_

If signature is by trustee(s), executor(s), administrator(s), attorney(s)-in-fact, agent(s), officer(s) of a corporation or another acting in a fiduciary or representative capacity, please provide the following information.

Name(s) \_\_\_\_\_ Capacity: (Full Title) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## Signature Guarantee

The signature must be guaranteed by a member of an approved Signature Guarantee Medallion Program.

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## Instructions

1. **TRANSFER FORMS.** To effect the requested transfer both transferee and transferor forms must be submitted together with the required fees.
2. **TRANSACTION REFERENCE NUMBER.** The use of this space is optional. The number placed in this space shall be internally generated by a broker or agreed upon by two or more brokers and shall correspond to internal records tracking system(s).
3. **PARTNERSHIP IDENTIFICATION.** Partnership Tax ID and Tax Shelter ID Numbers may be obtained from the K-1. The NASD Symbol and/or CUSIP number may be obtained from the Registration Confirmation Form and/or NASD Partnership Symbol Directory.
4. **REGISTRATION.** Indicate the exact name of registrant and include any custodial information. If a Custodial Account, address of record should be that of the custodian/trustee.
5. **TAX INFORMATION.** If a Custodial Account, Custodian/Trustee's and client's tax numbers should be completed.
6. **INVESTOR ID NUMBER.** This is the account number established at the partnership. It may be obtained from the K-1 or the Registration Confirmation Form.
7. **SIGNATURE EXECUTION.** The signature must correspond with the name of the registered holder exactly as it appears on the Partnership records. Persons who sign as a representative or other fiduciary capacity must indicate their capacity when signing and, unless waived by the Partnership or its agent in its sole discretion, must present satisfactory evidence of their authority to so act.

# Transferee's (Buyer's) Application For Transfer

To: \_\_\_\_\_  
GENERAL PARTNER OR TRANSFER AGENT (SEE INSTRUCTION 1)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Transaction Reference Number: \_\_\_\_\_  
(OPTIONAL, SEE INSTRUCTION 2)

The transferee hereby makes application to accept, subject to the general partner's rights, from the transferor all rights and interests, as set forth in the partnership below, and intends to succeed the transferor as a Substitute Limited Partner or Assignee and agrees to accept all the terms and conditions of the partnership agreement and related documents.

\_\_\_\_\_  
FULL NAME OF PARTNERSHIP

## Partnership Information:

*Complete at least one of the following (see instruction 3).*

CUSIP #: \_\_\_\_\_  
 NASD Symbol: \_\_\_\_\_  
 Partnership Tax ID #: \_\_\_\_\_  
 Tax Shelter ID #: \_\_\_\_\_

## Quantity

*Complete both:*

Number of units to be acquired: \_\_\_\_\_  
 Do you already own units (check one):  
 Yes \_\_\_\_\_ No \_\_\_\_\_

## Registration Type

*As you want it to appear in the partnership record, for certain types of registration additional documentation may be required (check one).*

### Taxable Transferee:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Individual                                | <input type="checkbox"/> Taxable Trust                                     | <input type="checkbox"/> Community Property    |
| <input type="checkbox"/> Joint Tenants with Rights of Survivorship | <input type="checkbox"/> Estate  | <input type="checkbox"/> Taxable Employee Plan |
| <input type="checkbox"/> Tenants in Common                         | <input type="checkbox"/> Partnership                                       | <input type="checkbox"/> Other                 |
| <input type="checkbox"/> Tenants by the Entirety                   | <input type="checkbox"/> Custodian Under Uniform Gifts/Transfers to Minors |  |
| <input type="checkbox"/> Corporation                               | Act State of _____   |  |

### Tax Deferred/Exempt Transferee:

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> IRA Account   | <input type="checkbox"/> Tax Exempt Trust         | <input type="checkbox"/> Money Purchase Pension Plan    |
| <input type="checkbox"/> Direct Transfer-Rollover to IRA                         | <input type="checkbox"/> Tax Exempt Employee Plan | <input type="checkbox"/> Tax Exempt Under IRC 501(c)(3) |
| <input type="checkbox"/> Simplified Employee Pension Plan (SEP) (Includes KEOGH) |   | <input type="checkbox"/> Profit Sharing Plan            |

## Registration Information

*Account name and address as it is to appear on registration. If Custodial Account (ie., IRA, etc.), indicate the Custodian's name followed by the Beneficial owner name and Custodian's address, (see instruction 4).*

\_\_\_\_\_  
NAME OF TRANSFEREE(S)

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
TELEPHONE

\_\_\_\_\_  
COUNTRY OF RESIDENCE

\_\_\_\_\_  
STATE OF RESIDENCE

\_\_\_\_\_  
Custodial Account = (optional)

(Check one:)  U.S. Citizen  Resident Alien  Non-Resident Alien

**California Residents:**

It is unlawful to consummate a transfer or sale of limited partnership interests or any interest therein, or to receive any compensation therefor, without the prior written consent of the Commissioner of Corporations or the State of California, except as permitted by the Commissioner's rules.

**Secondary Address Information**

If Custodial account, indicate investor's mailing address. If other than custodial account, this address may be used for distribution and other purposes (see instruction 4).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tax Identification Information**

Complete applicable sections (see instruction 5).

Social Security or Tax ID Number\*: \_\_\_\_\_

Custodian/Trustee Tax ID Number\*: \_\_\_\_\_

**Broker/Dealer (OPTIONAL)**

Registered Representative: \_\_\_\_\_

Telephone: \_\_\_\_\_

NAME AND NUMBER

\_\_\_\_\_

Client Account Number: \_\_\_\_\_

ADDRESS

NAME OF TRANSFEREE

WIRE CODE: \_\_\_\_\_  
OPTIONAL

**Certification: (see instruction 6)**. The transferee certifies, under penalty of law, as to the accuracy of the information contained herein and grants the following durable Power of Attorney: The undersigned hereby irrevocably makes, constitutes and appoints the General Partner with full power of substitution, his true and lawful attorney-in-fact, for him and his name, place and stead and for his use and benefit to execute and acknowledge and, to the extent necessary, to file and record: (a) A Certificate of Limited Partnership, as well as amendments thereto, under the laws of the applicable State and under the laws of any other state in which the General Partner deems it advisable to file such a certificate; (b) Any other instrument which may be required to be filed by the Partnership under the laws of any state or by any governmental agency, or which the General Partner deems it advisable to file; (c) The Partnership Agreement; and (d) Any documents which may be required to effect the continuation of the Partnership, the admission of an additional or substituted Limited or General Partner or the dissolution and termination of the Partnership, provided such continuation, admission or dissolution and termination are in accordance with the terms of the

**Signature Execution: (see instruction 7)**. The foregoing grant of authority: (a) is a Special Power of Attorney coupled with an interest, is irrevocable and shall survive and not be affected by the subsequent death, incapacity or disability of the undersigned; (b) May be exercised by the General Partner for each Limited Partner by a facsimile signature of one of the officers or with a single signature of one of its officers; (c) Shall be retained by the General Partner; and (d) Shall survive the delivery of any assignment by a Limited Partner of the whole or any portion of his interest in the Partnership; except that where the transferee thereof has been approved by the General Partner for admission to the Partnership as a substituted Limited Partner, the Power of Attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partner to execute, acknowledge and file any instrument necessary to effect such substitution. In the event of any conflict between the provisions of the Partnership Agreement and any document executed or filed by the General Partner pursuant to the power of attorney granted herein, the Partnership Agreement shall govern.

TRANSFEREE'S SIGNATURE

DATE

CO-TRANSFEREE'S SIGNATURE

DATE

Must be signed by the transferee as indicated in the Registration section of this form. If signature is by trustee(s), administrator(s), guardian(s), attorney(s)-in-fact, agent(s), officer(s) of a corporation or another acting in a fiduciary or representative capacity, please indicate capacity.

**Signature Guarantee:**

Signature must be guaranteed by a member of an approved Signature Guarantee Medallion Program.

**Instructions**

1. TRANSFER FORMS. To effect the requested transfer both transferee and transferor forms must be submitted together with the required fees.
2. TRANSACTION REFERENCE NUMBER. The use of this space is optional. The number placed in this space shall be internally generated by a broker or agreed upon by two or more brokers and shall correspond to internal records tracking system(s).
3. PARTNERSHIP IDENTIFICATION. Partnership Tax ID and Tax Shelter ID Numbers may be obtained from the K-1. The NASD Symbol and/or CUSIP number may be obtained from the Registration Confirmation Form and/or NASD Partnership Symbol Directory.
4. REGISTRATION. Include any custodial information. If a Custodial Account, address of record should be that of the custodian/trustee.
5. TAX INFORMATION. If a Custodial Account, Custodian/Trustee's and client's tax numbers should be completed. If individual, only Social Security number is required.
6. CERTIFICATION. If a Custodial/Trustee account, indicate name of Custodian/Trustee and Beneficial Owner.
7. SIGNATURE EXECUTION. Transferee(s) must sign their names exactly as they appear in the Registration section. Persons who sign as a representative or other fiduciary capacity must indicate their capacity when signing and, unless waived by the Partnership or its agent in its sole discretion, must present satisfactory evidence of their authority to so act.

# Registration Confirmation Form

Date \_\_\_\_\_  
Any General Partner (or Transfer Agent)  
Return Address

Dear Investor:

Your transfer request has been processed. The effective/admission date as a limited partner in the partnership is indicated below. Information pertaining to your account has been entered, pursuant to the Partnership Agreement, on the Partnership's records as shown. This documentation informs you of your registration in the Partnership and should be retained with your permanent records.

ANY OTHER TEXT THE GENERAL PARTNER WOULD LIKE TO SEE COULD BE ADDED FREE FORM IN THIS AREA.

Name of  
GP \_\_\_\_\_

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## Limited Partner's Registration Documentation

This is not a negotiable certificate

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Complete at least one of the following.

CUSIP #: \_\_\_\_\_

Partnership Tax ID #: \_\_\_\_\_

NASD Symbol: \_\_\_\_\_

Effective/Admission Date: \_\_\_\_\_

Partnership Account #: \_\_\_\_\_  
(IF APPLICABLE)

Number of Units: \_\_\_\_\_

Transaction Reference Number: \_\_\_\_\_

Partnership interests have been registered as follows:

FULL NAME OF REGISTRANT

ADDRESS OR RECORD

DISTRIBUTION ADDRESS (IF DIFFERENT THAN ADDRESS OF RECORD)

Financial Services Account #: \_\_\_\_\_

Social Security or Tax ID #: \_\_\_\_\_

Custodian/Trustee Tax ID #: \_\_\_\_\_

If the above information is incorrect, or if you have any questions, please contact us.

cc: Financial Services Firm (for retail accounts), if applicable

## Distribution Allocation Agreement

Distributions - Notwithstanding anything to the contrary contained in the Partnership Agreement, transferor and transferee agree and acknowledge as follows:

I. Check A \_\_\_\_\_ or B \_\_\_\_\_:

- A. (1) For purposes of distributions by the Partnership of Distributable Cash or Cash flow Distributions, as defined in the Partnership Agreement ("Cash Distributions"), Transferee shall be deemed to be the holder of the Units on the first day of the fiscal quarter in which Transferee and Transferor execute standard transfer forms, of which this Distribution Allocation Agreement is part, and on which consideration passes between the parties.
- (2) As between Transferor and Transferee, all Cash Distributions in respect of the Units hereafter made by the Partnership shall be made to the Buyer/Transferee of the Units as of the last day of the fiscal period for which such distributions are made.
- (3) As between Transferor and Transferee, all distributions in respect of the Units other than Cash Distributions (such as any Proceeds from Capital Transactions, Capital Distributions, Sale or Refinancing Proceeds, Liquidating Distributions, and distributions with respect to Terminating Transactions, as defined in the Partnership Agreement) (collectively, "Capital Distributions") made by the Partnership after the date of execution of this form by both Transferor and Transferee (without regard to when the underlying capital or liquidating transaction or event occurred) shall be made to Transferee, except for the following specified Capital Distributions which shall be made to Transferor: \_\_\_\_\_ .
- B. For purposes of distributions by the Partnership of Cash Distributions and/or Capital Distributions, Transferor and Transferee hereby agree that the terms of the Partnership Agreement shall govern the time and manner of such distributions.
- II. In the event that, notwithstanding the exercise of its best efforts to comply with this Agreement, the Partnership makes a distribution to the wrong party as between Transferor and Transferee, the party receiving such distribution will promptly endorse and deliver to the other party the distribution checks or otherwise pay to the other party the amount of such distribution, and Transferor and Transferee will hold harmless the Partnership and its general partners, agents, employees, advisors and other affiliates, and broker/dealers and their agents or employees, with respect to the payment of such distributions.