

Transferor's (Seller's) Application For Transfer

Exhibit A

Transaction Reference Number: _____

(OPTIONAL - SEE INSTRUCTION 2)

To: _____
(GENERAL PARTNER OR TRANSFER AGENT [SEE INSTRUCTION 1])

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) _____

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), guardian(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) _____

Signature Guarantee

The 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 the 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 _____ Do you already
 to be _____ own units
 acquired: _____ (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:

Individual Taxable Trust Community Property
 Joint Tenants with Right of Survivorship Estate Taxable Employee Plan
 Tenants in Common Partnership Other
 Tenants by the Entirety Custodian Under Uniform Gifts/Transfers to Minors
 Corporation Act: State of _____

Tax Deferred/Exempt Transferee:

IRA Account Tax Exempt Trust Money Purchase Pension Plan
 Direct Transfer Rollover To IRA Tax Exempt Employee Plan Tax Exempt Under IRC 501(c)(3)
 Simplified Employee Pension Plan (SEP) (Includes KEOGH) Profit Sharing Plan

Registration Information

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

Partnership interests are to be registered as follows:

NAME OF TRANSFEREE(S)

ADDRESS

COUNTRY OF RESIDENCE

STATE OF RESIDENCE

TELEPHONE

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 therefore, without the prior written consent of the Commissioner of Corporations of 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

ADDRESS

NAME OF TRANSFEREE

Client Account Number: _____

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 Partnership Agreement.

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), executor(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.

1. TRANSFER FORMS. To effect the requested transfer, both transferees and transferor forms must be submitted together with the required fee.
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 the NASD Partnership Symbol Directory.
4. REGISTRATION. Include any custodial information. If a Custodial account, address of record shall be that of the Custodian/Trustee.
5. TAX INFORMATION. If a Custodial Account, Custodian/Trustee's and investor'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
Phone

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 _____

Limited Partner's Registration Documentation

This is not a negotiable certificate

Complete at least one of the following.

CUSIP #: _____
NASD Symbol: _____

Partnership Tax ID #: _____

Effective/Admission Date: _____
Number of Units: _____
Transaction Reference Number: _____

Partnership Account #: _____ (IF APPLICABLE)

Partnership interests have been registered as follows:

FULL NAME OF REGISTRANT	DISTRIBUTION ADDRESS
ADDRESS OF RECORD (IF DIFFERENT THAN ADDRESS OF RECORD)	
	Financial Services Firm 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 a 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.