

General Partners provided such sales do not cause the aggregate number of Class A Limited Partners to exceed 35. The Class A Limited Partners shall make initial and additional capital contributions to the Partnership in accordance with the following schedule:

Amount due upon subscription	-	\$4,300.00
Amount due June 15, 1975	-	\$4,300.00
Amount due January 15, 1976	-	\$4,257.15

(b) Reduction of Additional Capital Contributions.

In the event the General Partners are unable to secure permanent financing for the project which provides for an annual debt service equal to or less than \$174,225.00, the aggregate additional capital contributions required from the Class A Limited Partners shall be reduced by an aggregate amount equal to nine times the amount by which the annual debt service of said permanent financing exceeds \$174,225.00. The aggregate amount by which the additional capital contributions are reduced pursuant to this paragraph shall be apportioned among the Class A Limited Partners in proportion to their respective interests, and to the extent possible shall be applied toward their last respective capital contributions due.

8. No time has been agreed upon when the contribution of each Limited Partner is to be returned. However, in the event the General Partners are unable to secure a permanent loan commitment for the project by December 31, 1975, in a principal amount sufficient when combined with the net proceeds of the offering of Class A Limited Partnership Units and any additional capital contributions required from the General Partners pursuant to the Limited Partnership Agreement to successfully complete construction of the project, the General Partners shall repurchase each Class A Limited Partner's interest in the partnership at a purchase price equal to 100% of the capital contributed to the partnership by such Class A Limited Partner less the amount of refunds of said capital contributions, if any, received by such Class A Limited Partner. The repurchase price shall not be reduced by the amount of any tax savings or partnership cash flow distributions realized through ownership of the Class A Limited Partnership Units.

9. Allocation of Profits and Losses. The Partnership's profits and losses, excluding the profits and losses realized through the sale or refinancing of all or substantially all of the Partnership's assets, shall be allocated as follows: