

(a) The Partnership's profits shall be allocated ninety-five (95%) percent to the Class A Limited Partners and five (5%) percent to the General Partners. Provided however, no profits shall be allocated to the General Partners until such time as the Class A Limited Partners first receive a ten (10%) percent per annum cash on cash return on their current capital contributions to the Partnership (exclusive of prepaid capital contributions) on a cumulative basis.

(b) The Partnership's losses shall be allocated one hundred (100%) percent to the Class A Limited Partners to the extent of their current capital contributions to the Partnership (exclusive of prepaid capital contributions). Thereafter, losses shall be allocated, to the extent permitted by law, ninety-five (95%) percent to the Class A Limited Partners and five (5%) percent to the General Partners.

10. Allocation of Sale or Refinancing Proceeds. Proceeds from the sale or refinancing of all or substantially all of the Partnership's assets shall be allocated twenty-five (25%) percent to the General Partners, twenty-five (25%) percent to the Class B Limited Partners, and fifty (50%) percent to the Class A Limited Partners. Provided, however, the Class A Limited Partners shall have a preference to such proceeds so that before any of such proceeds shall be distributed to the General Partners and the Class B Limited Partners, the Class A Limited Partners shall first receive from such proceeds an amount equal to one hundred (100%) percent of their capital contributions to the Partnership less any distributions or refunds of cash previously received.

11. Allocation of Cost Overrun Contingency Fund. One hundred fifty thousand (\$150,000.00) of the Class A Limited Partners' capital contributions shall be set aside as a cost overrun contingency fund to provide the Partnership with sufficient funds to complete construction of the project and interim working capital until such time as the project's revenues are sufficient to currently pay the project's obligations. At such time as the project's revenues become sufficient to currently pay the project's obligations the balance remaining in the said fund, if any, shall be distributed fifty (50%) percent to the General Partners and fifty (50%) percent to the Class A Limited Partners.

12. Any transfer of all or any part of the interest of a Limited Partner in the partnership shall be invalid and ineffectual as to the partnership and all other partners, and the partnership shall not recognize the same for any purposes, unless