

For purposes of this paragraph "cash flow" available for distribution shall not take into consideration any deduction for depreciation, but shall include capital contributions from the Partners.

Cash flow Distributions shall be subject to preferences in the following sequence:

(a) Payment by the Partnership of the annual rental of \$9,600.00 to J. Harold Smith and Myrtice R. Smith as consideration due under the ground lease of the Partnership Property shall constitute a first preference upon the cash flow of the Partnership.

(b) Payment by the Partnership of operating costs and expenses of the Partnership, accrued interest and principal due on any loan covering the Partnership Property, and the costs of improvements to the Partnership Property, including any required tenant improvements.

(c) Payment by the Partnership of principal and interest due on any loan by the General Partners to the Partnership.

(d) The sum of \$9,600.00, or such portions thereof as may be available for distribution, shall be annually distributed to the General Partners for division among them in accordance with their respective percentage interests, to be considered a partial distribution of any profits to which the General Partners are entitled to receive.

13. Management of Partnership. The management of the Partnership and the rights, duties and responsibilities of the Partners shall be governed by the following provisions:

(a) General Partners: Subject to the requirements of subparagraph (e) hereof, the management, direction and control of the Partnership shall be vested exclusively in the General Partners and all management decisions of the Partnership shall be made solely by them. The General Partners shall have equal rights in the management of the Partnership business. Subject to the requirements of Subparagraph (e) hereof, Seventy-five (75%) per cent of the General Partners, measured by percentage interest(s) and acting jointly, shall have the authority, in their sole discretion, on behalf of the Partnership, to borrow and lend money, to make and deliver and accept commercial paper, to execute promissory notes and bonds, to execute mortgages, leases, security agreements and to otherwise pledge all or any part of the Partnership Property, to purchase or contract to purchase any property and to sell, contract to sell, lease, rent, option or otherwise convey all or any part of the Partnership Property, to purchase or contract to purchase any property and to sell, contract to sell, lease, rent, option or otherwise convey all or any part of the Partnership Property.

(b) Limited Partners: No Limited Partner shall participate in the management of the Partnership. A Limited Partner shall have the right to withdraw his capital contribution upon termination of the Partnership as provided herein; provided, however, that upon termination no part of the capital contributions of the Limited Partners shall be

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