

5. The term of the partnership shall begin April 1, 1974, and shall continue until December 31, 2004, unless earlier terminated by the happening of any of the following:

a. Any sale by the partnership of all or substantially all of its entire interest in the real and personal property known as the Woodwinds Apartments, or

b. A majority vote of the General Partners in accordance with the voting rights granted to each of the General Partners in this agreement; or

c. Death, retirement, resignation, insolvency, bankruptcy, or adjudication of insanity or incompetency of a General Partner, unless in such event the remaining or surviving General Partners elect to continue the business of the Partnership by giving written notice of such election to the then Limited Partners within 90 days after the death, retirement, resignation, insolvency, bankruptcy or adjudication of insanity or incompetency of such General Partner.

6. The amount of cash contributed by each Limited Partner is as follows:

a. Class A Limited Partners. The amount of cash contributed by each Class A Limited Partner and the number of units purchased by each Class A Limited Partner is as set forth in Exhibit A which is attached hereto and made a part hereof.

b. Class B Limited Partners. The amount of cash contributed by each Class B Limited Partner is as follows:

Dan E. Bruce	\$750.00
C. Dan Joyner	\$750.00

7. No additional capital contributions shall be required of the Class B Limited Partners. The additional capital contributions required of the Class A Limited Partners, as well as the initial capital contributions required of them, shall be as set forth in paragraph (a) and (b) below:

(a) Initial and Additional Capital Contributions. Each Class A Limited Partner shall contribute the sum of \$12,857.15 per unit to the capital of the partnership. Thirty-five Class A Limited Partnership Units shall be offered for a total of \$450,000.00. One-half units may be sold at the discretion of