

for South Carolina and Register of Mesne Conveyances for Greenville County and shall continue until December 31, 2000, unless sooner terminated as herein provided or by operation of law.

VI. Partnership Interest and Capital Contributions.

(a) The General Partners have jointly contributed \$100 to the capital of the Partnership and shall make no additional Capital Contributions, nor shall they be liable for Special Assessments of any kind.

(b) The Limited Partners have made and have agreed to make Capital Contributions in connection with the ownership of Limited Partnership Units as follows:

(i) for each Unit, there has been an initial Contribution of \$2,500 and each Limited Partner owning one or more Units shall make additional Capital Contributions in accordance with Contribution Schedule I attached hereto;

(c) The Units owned by the Limited Partners shall be subject to Special Assessments by the General Partners in order to pay any increase in taxes assessed against the Property; provided, however, in no event shall the sum of the Special Assessments for any calendar year made for the payment of increased property taxes exceed \$100.00 per Limited Partnership Unit. In the event that any Special Assessment is made pursuant to the terms of this provision, the General Partners shall notify the Limited Partners pursuant to Section VI (d) of the amount of such Assessment, the due date therefor, and the purpose for which the Assessment is being made. Should the sum of the Special Assessments assessed by the General Partners hereunder and the Capital Contributions of the Partners, as required by this Agreement, be inadequate to meet the expenses of the Partnership, there shall be no obligation on the part of the General Partners to provide funds to meet such excess. The General Partners may, however, make loans to the Partnership for such expenses, at competitive interest rates, which loans shall be repaid in accordance with Sections XVI or XVII hereof.

(d) The General Partners shall give 30 days written notice of all scheduled additional Contributions and 15 days written notice of all Special Assessments to the Limited Partners. Such notice shall be deemed adequate if given to the Limited Partners in the manner provided in Section XXI (d) hereof.

(e) The Capital Interest of the Partnership shall consist of the following:

<u>Partner</u>	<u>Capital Interest</u>
General Partners	\$100
Limited Partners ( 10 Units of 10% Residual Capital Interest each)	100% of the Residual Capital Interest

The interest of the Partners in the allocations and distributions of the Partnership after "Pay-Out" shall be as follows:

<u>Partner</u>	<u>Profit Interests</u>
General Partners	5%
Limited Partners ( 10 Units of 9.5% Profit Interest each)	95%

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