

WITNESSES

7. No additional contributions have been agreed to with respect to the Class B Limited Partner. The capital contribution to be made by the Limited Partners to be admitted will be made 1/2 upon their admission to the Partnership and the balance to be made upon the Partnership renting 76 of the 80 units, but no earlier than twelve (12) months from the date of their original contribution.
8. No time has been agreed upon for the return of capital contributions to the Class B Limited Partner or any Limited Partners to be admitted.
9. Class A Limited Partners as a group will receive 93% of the net profits and distributions of the Partnership and Class B Limited Partner will receive 1% of the net profits and distributions of the Partnership out of "net cash flow" as defined in the Limited Partnership Agreement, and General Partners will receive 5% of the net profits and distributions of the Partnership. Distributions upon a sale or other disposition of the Partnership property after certain adjustments as defined in the Partnership Agreement shall be distributed 50% to the Class A Limited Partners, 10% to the Class B Limited Partner, and 40% to the General Partners. Each Class A Limited Partner shall receive such part of the net profit allocable to the Class A Limited Partners as said Class A Limited Partner's initial capital contribution bears to the aggregate contributions of all Class A Limited Partners.
10. A Limited Partner can substitute an assignee as a contributor (Limited Partner) in his place only with the written consent of the General Partners and upon filing a written instrument of transfer in form satisfactory to the General Partners, together with payment of reasonable expenses of the Partnership incurred with respect to the transfer.
11. General Partners have the right to admit additional Limited Partners to the Partnership without notice or consent from any other Partner.
12. Class A Limited Partners have priority over the Class B Limited Partners on liquidation with respect to return of capital and distribution of profits.
13. Remaining General Partners or the remaining General Partner shall have the right to continue the business on the death, retirement, or insanity of a General Partner or General Partners.

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