

2.8 Rights of Priority. Except as herein provided, the individual Partners shall have no right to any priority over each other as to the return of capital contributions.

2.9 Distributions of Available Funds. The Partnership will distribute its Available Funds at least annually, in the sole discretion of the General Partner(s). Notwithstanding anything herein contained, the General Partner(s) may withhold distributions of available funds if they determine to make such withholding for any reason. Regardless of how distributions of available funds are made or withheld, taxable income shall be allocated among the Partners in proportion to the Partners' Capital Accounts as of the beginning of the current calendar year. (Capital Accounts are adjusted from time to time as provided in Paragraph 3.1 below.) The General Partner(s) may in their discretion distribute the profits and/or capital of the Partnership business pro rata or non pro rata as they deem advisable. If the General Partner(s) make non pro rata distributions, those distributions shall be taken into account in recalculating each Partner's Capital Account (and/or Drawing Account) at the end of the Partnership's fiscal year.

"Available Funds" means the amount by which the total cash revenues generated from the ordinary operations of the Partnership and other investments (other than proceeds from the sale, refinancing, exchange, or condemnation of Partnership property) exceed the Partnership's aggregate cash expenditures (including debt amortization and interest expenditures), Partnership operating expenses, amounts set aside for working capital, and the creation and restoration of such reserves as the General Partner(s) deem reasonable to operate the Partnership. Available Funds also includes any cash made available for distribution by the determination of the General Partner(s) that any reserves of the Partnership or the Partnership's working capital may prudently be reduced.

2.10 Compensation for Services. The General Partner(s) shall be entitled to receive compensation for services rendered to the Partnership, which shall be in addition to their respective share of Partnership profits. The compensation of any Partner who renders services to the Partnership shall be established from time to time solely by specific agreement between him or her and the Partnership, but in all events such compensation shall be reasonable in relationship to the services performed. All such compensation shall be characterized and reported as guaranteed payments for personal services (per Internal Revenue Code Section 707(c)) and shall be payable without regard to the income of the Partnership and shall be treated as an expense of the Partnership in determining its net profits and net losses.

ARTICLE III ACCOUNTING FOR THE PARTNERSHIP

3.1 Capital Accounts. Separate capital accounts shall be maintained for each Partner. The capital interest of each Partner shall consist of all such Partner's contributions to the capital of the Partnership, plus such Partner's share of Partnership profits transferred to capital, less distributions to such Partner in reduction of such Partner's Partnership capital, and less such Partner's share of Partnership losses if transferred from such Partner's drawing account.

3.2 Drawing Accounts. An individual drawing account shall be maintained for each Partner. All withdrawals, other than salaries, made by a Partner shall be charged to such Partner's drawing

acceptance and adoption by the assignee of the provisions of this Agreement and such assignee's execution, acknowledgment, and delivery to the General Partner(s) of a Power of Attorney, the form and content of which shall be provided by the General Partner(s); and

e. A reasonable transfer fee, not exceeding fifteen percent (15%) of the present value of the transferred Partnership interest, has been paid by the assignee to the Partnership.

7.2 Amendment Only Required Quarterly. The General Partner(s) will be required to amend the Agreement of Limited Partnership only quarterly to reflect the substitution of Limited Partners. Until the Agreement of Limited Partnership is so amended, an assignee shall not become a substituted Limited Partner.

7.3 Consent Not Required. No consent of any of the Limited Partners is required to effect the substitution of a Limited Partner, except that a Limited Partner who assigns his or her interest must evidence his or her intention that the assignee be admitted as a substituted Limited Partner in such Partner's place and he or she must execute all necessary instruments.

7.4 Voting Interests. In the event a vote of the Limited Partners shall be taken pursuant to this Agreement for any reason, a Limited Partner shall, solely for the purpose of determining the number of Partnership interests held by such Partner in weighing such Partner's vote, be deemed the holder of any Partnership interests assigned by such Partner in respect of which the assignee has not become a substituted Limited Partner. Provided that under no circumstances shall an assignee have such voting rights.

ARTICLE VIII INVOLUNTARY ASSIGNMENT

8.1 No Partnership Dissolution. If a Partner's interest is the subject of any valid levy, foreclosure, charging order, execution, or other similar involuntary proceeding (an "Involuntary Assignment"), the Partnership shall not dissolve. Instead, such Partner ("Involuntary Assignee") shall be deemed to have assigned such Partner's Interest in the Partnership for the entire period during which the Involuntary Assignment remains in force.

8.2 Rights of Involuntary Assignor. A Partner who becomes an Involuntary Assignor shall forfeit, for the entire period during which the Involuntary Assignment remains in force, such Partner's interest in the Partnership. Also, notwithstanding any provision herein to the contrary, in no event shall any Involuntary Assignor have the right to participate in the management, voting or the administration of the Partnership's business, affairs, or assets, or have access to the Partnership's books, records and annual statements.

8.3 Rights of Involuntary Assignee. Any person or entity that becomes an assignee of a Partner's interest through an Involuntary Assignment ("Involuntary Assignee") shall receive, for the entire period during which the Involuntary Assignment remain in force, such Partner's allocation of Net Profits and Net Losses attributable to that Partner's interest in the Partnership, and shall receive only the distributions attributable to that Partner's interest. In no event and under no circumstances shall any Involuntary Assignee have any right to participate in the

management, voting or the administration of the Partnership's business, affairs, or assets, or to become a substituted Partner. Neither shall the Involuntary Assignee have access to the Partnership's books, records and annual statements.

For the duration of the Involuntary Assignment, an Involuntary Assignee shall assume, subject to all of the provisions herein, full domination and control of the Involuntary Assignor's interest in the Partnership and shall become, in effect, a Partner of the Partnership only for tax reporting purposes.

a. **Tax Items.** All tax items associated with the assigned Partnership interest shall be allocated to the Involuntary Assignee, regardless of whether distributions are actually made, and appropriate tax forms shall be issued to and in such Involuntary Assignee's name. Upon satisfaction or other valid expiration of the order, the Involuntary Assignment shall be automatically voided, and the Involuntary Assignor shall have all of his, her or its prior rights, title and interest restored as a Limited Partner. That is, the Involuntary Assignment and the later abolition of such Involuntary Assignment shall occur without any further formality, consent or requirement.

b. **Involuntary Assignee's Consents and Obligations.** An Involuntary Assignee, by seeking and obtaining an Involuntary Assignment against the Partnership Interest of a Partner, hereby consents and agrees for the duration of the Involuntary Assignment (i) to be bound by all the provisions, terms and covenants of the Partnership Agreement (as though such Involuntary Assignee were a signatory thereto); (ii) to fulfill, honor and pay all duties, obligations or liabilities which the Involuntary Assignor would otherwise owe to the Partnership; and (iii) to be responsible for and pay such federal, state and local income taxes, and any other applicable taxes, expenses, assessments and obligations of whatever nature allocated to the Involuntary Assignor's Partnership interest, regardless of whether profits, income, capital or other property have, in fact, been distributed to the Involuntary Assignee.

ARTICLE IX DISSOLUTION

9.1 **Dissolution of Limited Partnership.** The Limited Partnership shall be dissolved only upon the occurrence of any of the following events:

- a. The expiration of the term of the Partnership.
- b. Voluntary dissolution of the Partnership by agreement of all of the General Partners and seventy-five percent (75%) of the Limited Partners.
- c. The written consent or affirmative vote to dissolve the Limited Partnership by Limited Partners owning more than eighty-nine percent (89%) of the then outstanding Partnership interests.
- d. The failure within a reasonable time to elect a successor General Partner simultaneously with the removal of the only remaining General Partner as required herein.