

RETURN OF CONTRIBUTION TO LIMITED PARTNER:

VOL 1057 PAGE 819

It is agreed and understood between the parties hereto that the contribution of Five Thousand (\$5,000.00) Dollars in cash made by the limited partner, Linda Blackwell, shall be returned to her as soon as possible from the profits of the partnership taking into consideration the feasibility of the return of such capital without doing financial harm to the partnership. In any event, the same must be repaid within ten (10) years from the date of this Certificate.

DIVISION OF PROFITS:

It is agreed and understood between the parties hereto that after the return of the capital investment of the limited partner and payment of all partnership obligations that the net benefits of such partnership will be divided between contracting partners on a fifty-fifty (50-50) or equal basis.

RIGHT OF LIMITED PARTNER TO SUBSTITUTE OR ASSIGN HER RIGHTS IN SAID PARTNERSHIP:

It is further agreed and understood between contracting parties that the limited partner, Linda Blackwell, shall have the right to substitute an assignee as contributor in her place and further has the right to fix the terms and conditions of such substitution provided, however, that the general partner shall have the right to acquire the interest of a limited partner which acquisition shall be accomplished and consideration paid within sixty (60) days from the date on which the limited partner makes it known to the general partner her desire to sell, assign, or otherwise dispose of her interest in said limited partnership.

NO OTHER PARTNERS PERMITTED:

It is further agreed and understood that under the terms of this limited partnership agreement there shall be but two (2) partners---a general partner and a limited partner.

NO PRIORITIES BETWEEN PARTNERS:

Except as otherwise provided herein, neither partner shall have any priority over the other partner as to compensation, income or division of partnership property.