

relating to cleaning and maintenance of the Partnership property subsequently written and approved by partners owning or controlling five or more of the Partnership Units.

For purposes of voting on any issue set before the Partnership, it is hereby agreed that only six votes exist (one per sixth share) and if one share is held by two or more persons, that share has only one vote which shall be the concensus of the owners of that share. If a concensus cannot be reached, the vote is to be considered void.

8. Sale of Partnership Unit. Each partner shall be entitled to sell his Partnership Unit or Units to any existing partner or partners at any time on any terms he may choose. In the event any partner wishes to sell a Partnership Unit to any other party, he shall first offer such Unit for sale to the Partnership itself, by notifying the Managing Partner of his intent to do so, and the price at which he wishes to seel such Unit. The Partnership and the remaining partners shall have a period of 30 days in which to determine whether they wish to purchase such Unit or Units on the terms offered by the selling partner of any other terms which they may successfully negotiate with such selling partner. If the Partnership and the remaining partners cannot reach an agreement with the selling partner to purchase such Unit within said 30 day period, then the selling partner shall have the right to offer to sell his Unit or Units to any individual of his choice, provided the price at which such sale can be made to a non-partner shall be no less than the price at which such Unit or Units were previously offered to the Partnership and remaining partners. If a buyer is found, the seller must advise the Partnership of the identity of the proposed buyer. At such time, the Partnership may purchase the Unit at the price offered by the third party.

The sale of a Partnership Unit shall be consummated by means of an amendment to this Agreement, setting forth the name of the new partner. Following such sale and amendment, the new Partner shall succeed in every respect to the rights of the old partner under this Agreement.

9. Death of Partner. In the event of the death of a partner, the Partnership shall not be dissolved, but shall instead survive and continue operating under this Agreement, subject to the conditions hereinafter set forth. The interest of the deceased partner shall automatically be transferred to and shall repose in the spouse of the deceased partner, if such transfer is consistent with the provisions of the Will of the deceased partner, or

0.326

4328 RV-2