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Partner shall in the Partnership shall have the right to become a substituted Limited Partner in place of his assignor, unless (i) his assignor shall designate such intention in the instrument of assignment; (ii) the written consent of the General Partners to such substitution shall be obtained, which consent, in any of the General Partner's absolute discretion, may be withheld; (iii) the assignment instrument shall be in form and substance satisfactory to the General Partners; (iv) the assignor and assignee named therein shall execute and acknowledge such other instrument or instruments as the General Partners may deem necessary or desirable to effectuate such admission, including, but not limited to, a power of attorney with provisions more fully described in the Limited Partnership Agreement; and (v) the assignee shall accept and adopt and approve in writing all of the terms and provisions of the Limited Partnership Agreement as the same may have been amended.

- XI. The Partners have the right to admit additional Limited Partners, subject to applicable federal and state securities laws.
- XII. No Limited Partner shall have any priority over any other Limited Partner as to Capital Contributions or as to compensation by way of income or any other benefits, except as follows: During the public offering of Units, that portion of Net Profits, Net Losses, Distributable Cash from Operations and Distributions allocated or distributed to the Limited Partners shall be apportioned among the Limited Partners in the ratio which the number of Units owned by them for the number of days owned by them during the fiscal year bears to the total number of Units owned by all of them for the maximum number of days, without regard to capital accounts. After the public offering is completed, such Net Profits, Net Losses, Distributable Cash from Operations and Distributions allocated or distributed to the Limited Partners shall be apportioned among the Limited Partners in the ratio which the number of Units owned by each of them bears to the total number of Units owned by all of them, without regard to the capital accounts. Certain of the Surplus funds allocated and distributed to the Limited Partners shall be apportioned among the Limited Partners according to weeks of ownership, as further provided at Article IX above.
- XIII. Upon the retirement, death, legal incapacity, dissolution, withdrawal, removal or bankruptcy of any of the General Partners, the remaining General Partners have the right to elect to continue the business of the Partnership. Not less than sixty (60) days prior to retiring, dissolving, or withdrawing from the Partnership, any departing General Partner shall give written notice of his intentions to all Limited Partners. However, the retirement, death, legal incapacity, dissolution, withdrawal, removal or bankruptcy of the last remaining General Partner shall terminate the Partnership and the Partnership shall be dissolved and liquidated as provided by law, unless Limited Partners holding a majority of the Units agree to continue the Partnership business and, by written consent or vote, elect one or more new General Partner(s) in place thereof to continue the Partnership business.

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Exh. b.1 - A, page 16 of 49

RV-2