

(7) Additional Contributions to Capital. The Partners shall annually adopt a budget of anticipated costs and expenses incidental to the continued ownership, maintenance, repair, use and enjoyment of the condominium unit and each Partner shall contribute his percentage interest thereof at the time or times provided. Additional capital contributions may likewise be required of the Partners over and above the budgeted amounts, all of which shall be determined by vote of two-thirds(2/3) of the Partners by percentage interest.

(a) Operating Expenses. In order to provide amounts necessary for payment of operating expenses of the Venture and accumulate funds for repair and maintenance of the condominium unit, each Partner owning a 10% interest in the Venture shall make an additional capital contribution in the amount of \$ 150.00 per quarter, payable on or before the 1st day of each quarter, commencing with the month of Oct, 1982. Partners owning an interest greater than 10% shall make additional capital contributions on a pro-rata basis to reflect the increased percentage of ownership.

(b) Rights of Creditors. The foregoing provisions of Subparagraph (a) hereof are not intended to be for the benefit of any creditor or person who has any claim against the Venture or any of the Partners, and no such creditor or other persons shall obtain any rights under such foregoing provisions or shall by reason of the foregoing provisions make any claim in respect of any debt, liability or obligation against the Venture or any of the Partners.

(8) Cash Flow Distributions. Subject to the preferences stated herein, any cash flow of the Partnership derived from contributions of Partners, including capital contributed by additional Partners or proceeds of the sale, or otherwise, in excess of operating expenses, debt service and such cash reserves as may be established in the sole discretion of the Partners for future operating expenses and to meet additional capital requirements, shall be distributed to the Partners in the percentages contained in Paragraph (6), and at such intervals as the Partners may from time to time determine.

Cash flow distributions shall be subject to preferences in the following sequence:

(a) The sum of \$ _____ received from the original cash capital contributions of the Partners shall be placed in a reserve fund to be established for repair, maintenance and redecorating of the condominium unit.

(b) Payment of all costs usual and incidental to the ownership maintenance, repair, use and enjoyment of the condominium unit, including, but not limited to, payment of property taxes, insurance premiums, utility charges, fees and dues of Inlet Point Associates Horizontal Property, furniture and furnishings for the condominium unit.

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