



Department of State.

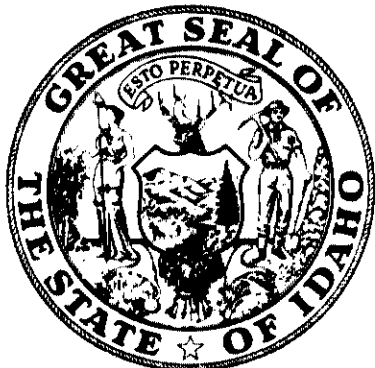
**CERTIFICATE OF REGISTRATION
OF**

INSURED INCOME PROPERTIES 1981 (A DELAWARE LIMITED PARTNERSHIP)

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of an Application of **INSURED INCOME PROPERTIES 1981 (A DELAWARE LIMITED PARTNERSHIP)** for Registration in this State, duly signed and verified pursuant to the provisions of the Idaho Limited Partnership Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Registration to **INSURED INCOME PROPERTIES 1981 (A DELAWARE LIMITED PARTNERSHIP)** to transact business in this State under the name **INSURED INCOME PROPERTIES 1981 (A DELAWARE LIMITED PARTNERSHIP)** and attach hereto a duplicate original of the Application for Registration.

Dated **December 16, 1982**



Pete T. Cenarrusa

SECRETARY OF STATE

by: _____

APPLICATION FOR REGISTRATION OF FOREIGN LIMITED PARTNERSHIP

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for registration to transact business in your State, and for that purpose submits the following statement:

- STATE
1. The name of the limited partnership is Insured Income Properties 1981
(a Delaware Limited Partnership)
 2. The name which it shall use in Idaho is Insured Income Properties 1981
(a Delaware Limited Partnership)
 3. It is organized under the laws of Delaware
 4. The date of its formation is August 1, 1980
 5. The address of its registered or principal office in the state or country under the laws of which it is organized is c/o Franchise Finance Corporation of America c/o The Corporation Trust Company, 100 West Tenth Street, County of New Castle, Wilmington, Delaware 19801
 6. The name and street address of its proposed registered agent in Idaho are C. T. Corporation System, 300 N. 6th Street, Boise, Idaho 83701
 7. The general character of the business it proposes to transact in Idaho is:
To own, lease, buy and sell real estate and conduct other
such business as the partners may approve
 8. The names and business addresses of its partners are (must be completed only if not included in the certificate of limited partnership):

(continued on reverse)

8. (Continued)

Name	General or Limited	Address

9. This Application is accompanied by a copy of the certificate of limited partnership and amendments thereto, duly authenticated by the proper officer of the state or country under the laws of which it is organized.

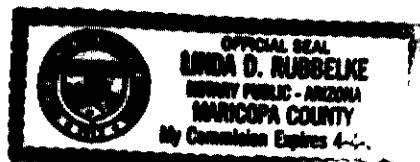
Dated November, 19 82.

By Morton H. Fleischer
Morton H. Fleischer
A General Partner

STATE OF Arizona)
COUNTY OF Maricopa) ss:

I, Linda Rubbelke, a notary public, do hereby certify that on this
23 day of November, 19 82, personally appeared
before me Morton H. Fleischer, who being by me first duly sworn,
declared that he is a general partner of Insured Income Properties 1981 (a Delaware
Limited Partnership),

that he signed the foregoing document as a general partner of the limited partnership and that the statements therein contained are true.



Linda Rubbelke
Notary Public

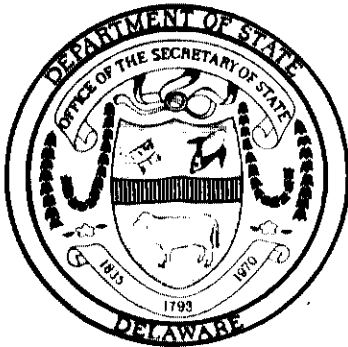
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NOV 16 1982
SECRETARY OF
STATE



State of DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware,
do hereby certify that the attached is a true and correct copy of
Certificate of Amendment of Limited Partnership
filed in this office on June 18, 1982.



Glenn C. Kenton
Glenn C. Kenton, Secretary of State

BY: C. Myers

DATE: October 29, 1982

ARBY'S LEASE PARTNERS 1981
(a Delaware Limited Partnership)

SIXTH AMENDED AND RESTATED CERTIFICATE
AND
AGREEMENT OF LIMITED PARTNERSHIP
RENAMING THE PARTNERSHIP

INSURED INCOME PROPERTIES 1981
(a Delaware Limited Partnership)

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ARBY'S LEASE PARTNERS 1981
(a Delaware Limited Partnership)

**AMENDED AND RESTATED CERTIFICATE
AND
AGREEMENT OF
LIMITED PARTNERSHIP**

This Amended and Restated Certificate and Agreement of Limited Partnership is made, executed and sworn to as of this 1st day of March, 1981, by and among Franchise Finance Corporation of America, a Delaware corporation, as Managing General Partner and as attorney-in-fact for the Limited Partners, Morton H. Fleischer and John M. Halliday, as the Individual General Partners and Morton H. Fleischer, as the Initial Limited Partner.

WHEREAS, on August 1, 1980, the General Partners and the Initial Limited Partner formed a limited partnership named Arby's Lease Partners 1980-A (a Delaware Limited Partnership) which was subsequently renamed Arby's Lease Partners 1981 (a Delaware Limited Partnership), all in accordance with and pursuant to the laws of the State of Delaware;

WHEREAS, the General Partners and Initial Limited Partner desire to change certain provisions in, and restate in full, their Certificate of Limited Partnership, to admit additional Limited Partners and to adopt an Agreement of Limited Partnership; and

WHEREAS, it is the intention of the parties hereto to admit additional Limited Partners to the Partnership for the purpose of acquiring additional capital therefor;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the General Partners, the Limited Partners and the Initial Limited Partner hereby agree as follows:

ARTICLE ONE
Defined Terms

The defined terms used in this Agreement shall, unless the context otherwise requires, have the meanings specified in this Article One. The singular shall include the plural and the masculine gender shall include the feminine, and vice versa, as the context requires.

1.1 *Additional Closing Date* means any date, other than the Initial Closing Date, on which subscribers for Units offered pursuant to the Prospectus are admitted to the Partnership as Limited Partners.

1.2 *Adjusted Capital Contribution* means the Initial Capital Contribution reduced to not less than zero by cash distributions from Sale Proceeds as of the end of each of the Partnership's fiscal years.

1.3 *Affiliate* means, when used with reference to a specified Person, (a) any Person directly or indirectly controlling, controlled by or under common control with such Person, (b) any Person owning or controlling ten percent or more of the outstanding voting securities of such Person, (c) any officer or director of such Person or of any Person specified in (a) or (b) above, and (d) any company in which any officer or director of such Person is an officer, director or partner; provided, however, that for purposes of this definition the term "Affiliate" shall not be deemed to include any Person providing legal, accounting or other professional services to the Partnership, the Managing General Partner, an Individual General Partner or any Affiliate of any of them from time to time.

1.4 *Agreement* means this Amended and Restated Certificate and Agreement of Limited Partnership, as originally executed and as amended from time to time, as the context requires.

1.5 *Capital Contributions* means the total amount contributed or to be contributed to the Partnership by all Partners, or any class of Partners, or any one Partner, or the predecessor holders of the interests of such Partners or Partner, as the context requires.

1.6 *Code* means the Internal Revenue Code of 1954, as amended, or the corresponding provisions of any succeeding law.

1.7 *Consent* means the consent of a Person, given as provided in Section 11.1, to do the act or thing for which the consent is solicited, or the act of granting such consent, as the context may require. Reference to the Consent of a specified percentage in Interest of the Limited Partners means the Consent of Limited Partners who own a number of Units representing at least such specified percentage of the total number of Units owned by all Limited Partners.

1.8 *Disbursable Cash* means the receipts from operations after deducting cash used to pay operating expenses (including fees and reimbursable expenses of FFCA), debt service, capital expenditures and amounts used for the creation or restoration of reserves, but without deduction for depreciation. Receipts from operations include all items of income, whether ordinary or extraordinary, except for Sale Proceeds.

1.9 *FFCA* means Franchise Finance Corporation of America, a Delaware corporation.

1.10 *Final Closing Date* means the last date on which subscribers for Units offered pursuant to the Prospectus are admitted to the Partnership as Limited Partners.

1.11 *Fiscal Year* means, with respect to the Partnership, the calendar year.

1.12 *Franchisee* means a Person licensed to operate a licensed or franchised restaurant pursuant to a contract with the Franchisor.

1.13 *Franchisor* means a Person that enters into license or franchise agreements with Franchisees pursuant to which the Franchisees are licensed to operate restaurants using the Franchisor's trade name.

1.14 *General Partner* means FFCA, Morton H. Fleischer or John M. Halliday, or any other Person which becomes an additional or successor General Partner, as provided in Section 6.1, 6.2 or 6.3.

1.15 *Incapacity or Incapacitated* means, as to any Person, death, the adjudication of incompetency or insanity, bankruptcy, dissolution or termination, as the case may be, of such Person.

1.16 *Individual General Partners* means Morton H. Fleischer and John M. Halliday or any other Person which becomes an additional or successor Individual General Partner.

1.17 *Initial Capital Contribution* means a contribution of \$500 per Unit to the Partnership.

1.18 *Initial Closing Date* means the date on which subscribers for Units offered pursuant to the Prospectus are first admitted to the Partnership as Limited Partners.

1.19 *Initial Limited Partner* means Morton H. Fleischer, who shall cease to be a Limited Partner on the Initial Closing Date.

1.20 *Interest* means the entire ownership interest of a Partner in the Partnership at any particular time.

1.21 *Law* means The Delaware Limited Partnership Act, as amended, Delaware Code Sections 1701 to 1733 or the corresponding provisions of any succeeding law.

1.22 *Limited Partner* means any Person who is a Limited Partner (whether an Initial Limited Partner, an additional Limited Partner or a Substituted Limited Partner) at the time of reference thereto in such Person's capacity as a Limited Partner of the Partnership.

1.23 *Managing General Partner* means FFCA or any other Person which becomes an additional or successor Managing General Partner as provided in Section 6.1, 6.2 or 6.3.

1.24 *Net Lease* means a lease in which the tenant undertakes to pay all or substantially all the cash expenses related to the leased property, excluding debt service.

1.25 *Notification* means a writing, containing the information required by this Agreement to be communicated to any Person, sent by mail, postage prepaid, to such Person at the address of such Person as shown by the records of the Partnership on the date of the giving of Notification; provided, however, that any communication containing such information sent to such Person and actually received by such Person shall constitute Notification for all purposes under this Agreement.

1.26 *Partner* means any General Partner or Limited Partner.

1.27 *Partnership* means Arby's Lease Partners 1981 (a Delaware Limited Partnership), as said limited partnership may from time to time be constituted.

1.28 *Partnership Interest* means an interest in the Partnership held by either a general or limited partner (see "Unit").

1.29 *Person* means an individual, partnership, corporation, trust or other entity.

1.30 *Prospectus* means the prospectus dated May 1, 1981 pursuant to which the Units were offered, and all amendments or supplements thereto, if any.

1.31 *Sale Proceeds* means proceeds from the disposition of real estate, equipment or other assets.

1.32 *Sales Agent* means E. F. Hutton & Company Inc. or other members of the National Association of Securities Dealers, Inc. participating in the offer and sale of Units.

1.33 *Substituted Limited Partner* means any Person admitted to the Partnership as a Limited Partner as provided in Section 7.4.

1.34 *Unit* means a Partnership Interest in the Partnership held by a Limited Partner representing an aggregate contribution of \$500 to the Partnership by the Limited Partner who originally acquired the Interest.

ARTICLE TWO Organization

2.1 *Formation.* On August 1, 1980, the General Partners and the Initial Limited Partner formed a limited partnership in accordance with and pursuant to the provisions of the Law. The rights and liabilities of the Partners are as provided in the Law except as herein otherwise expressly provided.

2.2 *Name, Place of Business and Office.* (a) The Partnership shall be conducted under the name "*Insured Income Properties 1981 (a Delaware Limited Partnership)*."

(b) The principal office of the Partnership shall be at Suite 419, Financial Center, 3443 North Central Avenue, Phoenix, Arizona 85012. The Managing General Partner may at any time change the location of such office and may establish such additional offices as it shall deem advisable. Notification of any change in location shall be given to the Partners as soon as practicable after such change.

(c) The registered office of the Partnership in the State of Delaware shall be c/o Franchise Finance Corporation of America, c/o The Corporation Trust Company, 100 West Tenth Street, County of New Castle, Wilmington, Delaware 19801.

2.3 *Purpose.* The purpose and character of the business of the Partnership is:

(a) to acquire and lease commercial properties on which franchise outlets are located, including land, building, fixtures and equipment used on such properties; and

(b) to perform any acts to accomplish the foregoing purposes.

2.4 *Term.* (a) The Partnership term commenced on August 1, 1980, the date the Certificate of Limited Partnership was recorded in accordance with the provisions of the Law, and shall continue in

full force and effect until December 31, 2025, or until dissolution prior thereto pursuant to the provisions hereof.

(b) If the Partnership has not purchased or committed to purchase an interest in any property at or prior to 12 months from the Initial Closing Date, the Partnership shall be dissolved in accordance with Article Eight.

ARTICLE THREE

Partners and Capital

3.1 General Partners. (a) The Managing General Partner is FFCA, with its principal office at Suite 419, Financial Center, 3443 North Central Avenue, Phoenix, Arizona 85012. Morton H. Fleischer and John M. Halliday are the Individual General Partners residing at 5104 North 42nd Place, Phoenix, Arizona 85018 and 351 Corte Madera Avenue, Mill Valley, California 94941, respectively.

(b) In addition to acting in the capacity of the General Partners of the Partnership, any or all of the General Partners may also purchase Units and act in the capacity of a Limited Partner. If a General Partner purchases Units, then, in addition to his rights and liabilities as a General Partner, he shall have all the rights and liabilities of a Limited Partner as provided in the Law and this Agreement.

3.2 Limited Partners. (a) The Initial Limited Partner, Morton H. Fleischer, whose Capital Contribution as Initial Limited Partner is \$100, shall cease to be a Limited Partner on the Initial Closing Date and shall have his Capital Contribution returned to him.

(b) The additional Limited Partners will be those Persons admitted to the Partnership on the Initial Closing Date and any Additional Closing Date and named in Schedule A of this Agreement as it may be amended from time to time.

(c) Each additional Limited Partner shall be admitted to the Partnership upon payment of the subscription amount to the Partnership, acceptance of the subscription agreement by the Managing General Partner and recordation of this Agreement or subsequent amendments thereto, as the case may be, and as provided in the Law. Investors whose subscriptions have been accepted by the Managing General Partner for admission to the Partnership on the Initial Closing Date will be admitted after the Managing General Partner has received and accepted subscriptions for 4,000 Units. After the Initial Closing Date, additional Limited Partners will be admitted as Limited Partners on Additional Closing Dates which shall be no later than the last day of the calendar month following the date the Managing General Partner accepts their subscriptions.

3.3 Capital Contributions. At the time of his admission to the Partnership, each additional Limited Partner shall make a Capital Contribution in cash in the amount set forth opposite his name in Schedule A of this Agreement.

3.4 Application of Capital Contributions. (a) Upon the Partnership's receipt of the Capital Contributions, the Managing General Partner shall deposit such funds in the Partnership's bank account and the Managing General Partner shall then apply such Capital Contributions in the manner and for the purposes provided in Articles Four and Five.

(b) If no portion of the Capital Contributions is invested or committed for investment within 12 months from the Initial Closing Date, then the Partnership shall refund all Capital Contributions and the Partnership shall be dissolved. If any portion of the Capital Contributions is not (i) invested or committed for investment within 12 months from the Closing Date upon which such portion was released from escrow or (ii) actually invested within 24 months from the date of the Prospectus, and such portion has not been expended and is not necessary for the maintenance of working capital or other reserves, then the Partnership shall refund the Capital Contributions not so used or committed for investment. In the event any Capital Contributions are refunded pursuant to this Section 3.4, each Limited Partner shall receive a portion of the amount refunded equal to the total amount refunded

multiplied by a fraction, the numerator of which is the Capital Contribution of such Limited Partner, and the denominator of which is the aggregate Capital Contributions of all Limited Partners.

3.5 Partnership Capital. (a) No Partner shall be paid interest on any Capital Contribution to the Partnership.

(b) Except as provided in Section 3.2(a) and Section 3.4 or upon dissolution of the Partnership pursuant to Article Eight, no Partner shall have the right to withdraw his Capital Contribution or to receive any return of any portion of his Capital Contribution.

(c) Under circumstances requiring a return of any Capital Contribution, no Limited Partner shall have the right to receive property other than cash.

(d) The Partnership may, but is not obligated to, purchase the Units an investor has bought, provided the investor certifies that the investment was either improper or not in compliance with laws applicable to such investor.

3.6 Liability of Partners. (a) A Limited Partner who is not also a General Partner shall not be liable for the debts, liabilities, contracts or any other obligations of the Partnership, except to the extent of his Capital Contribution and undistributed profits.

(b) A Limited Partner shall not be required to loan any funds to the Partnership.

(c) When a Limited Partner has rightfully received the return, in whole or in part, of his Capital Contribution, he is nevertheless liable to the Partnership for any sum, not in excess of such return with interest, necessary to discharge its liabilities to all creditors who extended credit or whose claim arose before such return.

(d) The Partnership shall indemnify, to the extent of Partnership assets, each Limited Partner against any claim of liability asserted against a Limited Partner solely because he is a Limited Partner in the Partnership.

ARTICLE FOUR

Sources and Applications of Funds; Allocation of Profits and Losses

4.1 Managing General Partner's Organizational Costs. As soon as practicable after the Initial Closing Date, the Partnership shall reimburse the Managing General Partner for the actual costs of organization and formation of the Partnership, including legal, accounting and escrow fees, printing costs, filing and qualification fees and disbursements and reimbursements in connection with the sale and distribution of Units. To the extent, if any, that the expenses of the offering exceed three percent of the gross proceeds received by the Partnership from the sale of the Units, the excess will be paid by the Managing General Partner.

4.2 Partnership Expenses. (a) All of the Partnership's expenses, including, among other things, legal, auditing and accounting expenses and the expenses of preparing and distributing reports to the Limited Partners, shall be billed directly to and paid by the Partnership. Reimbursements (other than for organization and offering expenses) to the Managing General Partner or any Affiliates shall not be allowed, except for reimbursement of the actual cost to the Managing General Partner or such Affiliates of goods and materials used for or by the Partnership and obtained from entities that are not Affiliates of the Managing General Partner and except as provided in this Section 4.2. Expenses incurred by the Managing General Partner or such Affiliates, in connection with the administration of the Partnership, including, but not limited to, salaries, rent and such other items generally constituting the Managing General Partner's overhead, shall not be charged to the Partnership. Legal expenses of the Managing General Partner for services and advice rendered in connection with the conduct and management of the business and affairs of the Partnership may be billed to the Partnership, and shall be deemed a Partnership expense.

(b) For the payment of the amounts provided in this Section 4.2, the Managing General Partner may:

- (i) advance funds to the Partnership and apply the proceeds of such advances; or
- (ii) apply the cash receipts of the Partnership or cash from reserves established for such purposes.

4.3 Repayment of Amounts Borrowed. (a) If the Partnership borrows funds or any of the General Partners advances funds, the Partnership shall repay such borrowed funds or advances and any interest thereon in accordance with the terms thereof from the cash receipts of the Partnership.

(b) A creditor who makes a nonrecourse loan to the Partnership will not have or acquire, at any time as a result of making the loan, any direct or indirect interest in the profits, capital or property of the Partnership other than as a secured creditor.

4.4 Allocations of Cash to Reserves. The Managing General Partner may allocate cash receipts during any fiscal quarter to reserves established for any Partnership purpose.

4.5 Distributions of Cash. (a) The Partnership shall distribute the amount of Disbursable Cash available for distribution to the Limited Partners for each fiscal quarter within 20 days after the end of each such quarter. Disbursable Cash not otherwise distributed in accordance with Section 4.5(b) shall be allocated 90 percent to the Limited Partners and 10 percent to the Managing General Partner. Payments of Disbursable Cash to the Managing General Partner will be made monthly based upon estimated Disbursable Cash and adjusted quarterly thereafter to reflect actual Disbursable Cash.

(b) The Managing General Partner shall receive a deferred and subordinated incentive fee in an amount equal to 15 percent of any Sales Proceeds remaining after deducting:

- (i) an amount equal to a cumulative return of 10 percent per annum on the Limited Partners' Adjusted Capital Contributions (less any distributions of Disbursable Cash); and
- (ii) an amount equal to the Limited Partners' Adjusted Capital Contributions.

(c) Distributions of cash to the Limited Partners shall be apportioned among the holders of record of Units in the ratio in which the number of Units held of record by each of them bears to the number of Units held of record by all the Limited Partners as of the first day of the fiscal quarter with respect to which such distribution is made; provided, however, that, with respect to distributions of cash made with respect to any period of time during which the Initial Closing Date or any Additional Closing Date shall occur (including the period of time commencing on the formation of the Partnership and terminating at the close of the fiscal quarter during which the Initial Closing occurs), cash shall be apportioned among the holders of record of Units in the ratio in which (i) the number of Units held of record by each holder multiplied by the number of days during such period that such holder was recognized as the owner of such Units bears to (ii) the amount obtained by totaling the number of Units outstanding on each day during such period.

4.6 Allocation of Profits and Losses. (a) Partnership profits, losses, deductions and credits for tax purposes shall be allocated 99 percent to the Limited Partners, .3 percent to the Managing General Partner and .1 percent to each of the Individual General Partners.

(b) Profits, losses, deductions and credits allocated to a particular class of Partnership Interests shall be allocated among holders of record of such class of Partnership Interests at the end of each Fiscal Year of the Partnership (or such shorter period as may be provided herein) in proportion to their respective Partnership Interests; provided, however, with respect to any Fiscal Year during which the Initial Closing Date or any Additional Closing Date occurs, profits and losses shall be apportioned among the holders of record of Units in the ratio in which (i) the number of Units held of record by each holder multiplied by the number of days during such Fiscal Year that such holder was recognized as the owner of such Units bears to (ii) the amount obtained by totaling the number of Units outstanding on each day during such Fiscal Year; provided, further, however, that any such profits and losses attributable to a Unit assigned during a particular Fiscal Year shall be allocated among the

persons who were the holders of such Unit during such Fiscal Year in proportion to the number of days that each such holder was recognized as the owner of such Unit during such Fiscal Year, without regard to the results of Partnership operations during the period in which each such holder was recognized as the owner thereof and without regard to the date, amount or recipient of any distributions which may have been made with respect to such Unit. For the purposes of this paragraph (b), Limited Partners admitted on the Initial Closing Date or on any Additional Closing Date will be deemed admitted as of the first day of the month in which the closing date occurs.

(c) If any Disbursable Cash, profit, loss, deduction or credit is allocated to the Limited Partners, except as provided in Sections 4.5(b) and 4.6(b), each Limited Partner shall have an amount allocated to him equal to his then percentage interest in such Partnership item.

4.7 Determination of Profits and Losses. The profits, losses, deductions and credits of the Partnership shall be determined for each Fiscal Year in accordance with generally accepted accounting principles and procedures applied in a consistent manner.

ARTICLE FIVE

Rights, Powers and Duties of the General Partners

5.1 Management and Control of the Partnership. (a) Subject to the Consent of the Limited Partners where required by this Agreement, the Managing General Partner shall have the full and exclusive right to manage and control the business and affairs of the Partnership and to make all decisions regarding the business of the Partnership. In the course of its management, the Managing General Partner may, in its absolute discretion, but subject to restrictions contained in this Agreement, acquire, mortgage, encumber, hold title to, pledge, sell, release or otherwise dispose of real and personal property and interests therein when and upon such terms as it determines to be in the best interests of the Partnership. The Managing General Partner shall have all of the rights, powers and obligations of a general partner of a limited partnership under the Law and any other laws of the State of Delaware.

(b) If at any time there is more than one Managing General Partner, the management decisions of the Partnership shall be determined by the unanimous decision of the Managing General Partners. In order to expedite the handling of the Partnership's business, any document executed by a Managing General Partner while acting in the name and on behalf of the Partnership shall be deemed to be the action of the Partnership as to any third parties (including the Individual General Partners and the Limited Partners as third parties for such purpose).

(c) No Limited Partner shall participate in the management of or have any control over the Partnership's business nor shall any Limited Partner have the power to represent, act for, sign for or bind the Managing General Partner or the Partnership. Unless an Individual General Partner succeeds to the rights, powers, duties and obligations of the Managing General Partner pursuant to Section 6.5, no Individual General Partner, by virtue of his status as such, shall participate in the management of or have any control over the Partnership's business nor shall an Individual General Partner, by virtue of his status as such, have the power to represent, act for, sign for or bind the Managing General Partner or the Partnership. The Individual General Partners and the Limited Partners hereby agree to the exercise by the Managing General Partner of the powers conferred on it by this Agreement.

(d) In fulfilling its obligations set forth in subsection (a) of this Section 5.1, and to the extent not inconsistent with said subsection, the Managing General Partner shall have the authority to borrow money in the name of the Partnership from any bank or other lending institution located in the United States, and in connection with any such borrowings, to mortgage, pledge, encumber and hypothecate the assets of the Partnership. The Managing General Partner or the Individual General Partners may advance funds to the Partnership. The Partnership shall not be authorized to borrow money and the General Partners shall not advance money to the Partnership at an interest rate which is not comparable to the interest rate paid by businesses similar to the Partnership which are operating under

similar circumstances. The General Partners shall not advance money to the Partnership at a rate of interest in excess of one percent above the prime rate or in excess of the interest rate at which the Partnership could (without reference to the financial condition of the General Partners) borrow money or at a rate of interest in excess of the interest rate at which the General Partner making the advance borrows or could borrow funds for its own account. Loans by the Managing General Partner to the Partnership will have no provisions for points, fees, prepayment charges or penalties or other financing charges.

(e) Notwithstanding the authority granted the Managing General Partner pursuant to subsections (a) and (d) of this Section 5.1, the Managing General Partner shall have the authority to incur indebtedness only under circumstances that would not cause Partnership income to be deemed "unrelated debt-financing income" as the term is defined in Section 514 of the Code.

5.2 Authority of the Managing General Partner. (a) In addition to any other rights and powers which the Managing General Partner may possess under this Agreement and the Law, the Managing General Partner shall, except to the extent otherwise provided herein, have all specific rights and powers required or appropriate to its management of the Partnership business which, by way of illustration but not by way of limitation, may include the following rights and powers:

(i) on behalf of the Partnership, to acquire, hold and lease to Franchisors or Franchisees commercial properties on which franchised restaurants of Arby's, Inc., *Taco Bell* or *Long John Silver's, Inc.* are located, including land, building, fixtures and equipment used on such properties;

(ii) to invest such funds that within three months of the *date of the first amendment to this Section 5.2* have not been committed to *properties* to be operated as *Arby's, Taco Bell or Long John Silver's* restaurants in restaurants licensed or franchised by licensors or franchisors other than Arby's, Inc., *Taco Bell or Long John Silver's, Inc.*, but only such funds that do not, in the aggregate, exceed 25 percent of the proceeds received by the Partnership from the sale of Units;

(iii) to execute, in furtherance of any and all of the purposes of the Partnership, any and all agreements, contracts, documents, certifications, deeds, mortgages, deeds of trust, bills of sale and other instruments deemed by the Managing General Partner to be necessary or convenient in connection with the business of the Partnership;

(iv) to protect and preserve the title and interest of the Partnership with respect to the assets of the Partnership, to collect all amounts due to the Partnership, and otherwise to enforce all rights of the Partnership, and in that connection to retain counsel and institute such suits or proceedings, in the name and on behalf of the Partnership, or, if the Managing General Partner shall so determine, in the name of the Partners;

(v) to the extent that funds of the Partnership are available, to pay all debts and obligations of the Partnership and to make all distributions periodically to the Partners out of the Partnership account and in accordance with the provisions of this Agreement;

(vi) to advance funds or to borrow funds on behalf of the Partnership and to guarantee the repayment of such borrowed funds;

(vii) to purchase, at the expense of the Partnership, liability and other insurance to protect the Partnership properties and business;

(viii) on behalf of the Partnership, to engage such firm of independent certified public accountants as is selected by the Managing General Partner;

(ix) to open and maintain Partnership accounts on behalf of the Partnership with any bank in the United States having assets in excess of \$10,000,000 and to designate and change signatories on such accounts, provided that the funds of the Partnership may not be commingled with funds owned by or held on behalf of the Managing General Partner or any partnership or other entity in which it has an interest;

(x) to invest such funds as are temporarily not required for investment in Partnership properties, including the Partnership's working capital, in any security defined as a "Government Security" under the Investment Company Act of 1940, as such act may be amended from time to time, and in other cash items. As of March 31, 1981, the term "Government Security" as defined in such act means any security issued or guaranteed as to principal or interest by the government of the United States or by a person controlled or supervised by and acting as an instrumentality of the government of the United States pursuant to authority granted by the Congress of the United States or any certificate of deposit of any of the foregoing;

(xi) until the fifth anniversary date of the Final Closing Date, to reinvest proceeds from the sale, disposition, pledge, hypothecation, mortgage or encumbrance of Partnership properties in properties meeting the Partnership's investment objectives. After such fifth anniversary date, such proceeds shall be distributed to the Partners in accordance with this Article Five and Article Four hereof; and

(xii) to invest such funds as are temporarily not required for investment in Partnership properties, including the Partnership's working capital, in corporate securities or money market funds, provided that no such investment (except as provided in Section 5.2(a) (x) above) will be made until 65 percent of the total assets of the Partnership have been invested in restaurants and, provided further that income from such investments will not exceed the Partnership's income from other sources.

(b) Any Person dealing with the Partnership or the Managing General Partner may rely upon a certificate signed by the Managing General Partner, thereunto duly authorized, as to:

(i) the identity of the Managing General Partner, an Individual General Partner or any Limited Partner;

(ii) the existence or nonexistence of any fact or facts which constitute conditions precedent to acts by the Managing General Partner or which are in any other manner germane to the affairs of the Partnership;

(iii) the Persons who are authorized to execute and deliver any instrument or document on behalf of the Partnership; or

(iv) any act or failure to act by the Partnership or as to any other matter whatsoever involving the Partnership or any Partner.

5.3 Authority of Partners to Deal with Partnership. (a) The Partnership shall not acquire any property from a General Partner or an Affiliate, or lease or sell any property to a General Partner or an Affiliate, or acquire any property in an area franchised by Arby's, Inc. to a General Partner or an Affiliate.

(b) All transactions between the Managing General Partner, any of its Affiliates or either of the Individual General Partners and the Partnership shall be evidenced by written agreements which shall describe the goods or services which are the subject of such agreement and the compensation therefor and, subject to the provisions of Section 11.3, without penalty to the Partnership, upon 60 days' prior written notice to the Managing General Partner, shall be terminable by Limited Partners holding more than 50 percent in interest.

(c) Notwithstanding any other provision of this Agreement, the following transactions are expressly prohibited:

(i) except to the extent expressly provided in Articles Four and Five, the Partnership shall not take loans from the Managing General Partner, any of its Affiliates or an Individual General Partner;

(ii) the Partnership shall not make any loans to the Managing General Partner, any of its Affiliates or an Individual General Partner;

(iii) except as provided in Section 5.6, no rebates or brokerage commissions in connection with the reinvestment of the proceeds of the sale, exchange or refinancing of any Partnership property may be received by the Managing General Partner, any of its Affiliates or an Individual General Partner, nor may the Managing General Partner, any of its Affiliates or an Individual General Partner participate in any reciprocal business arrangements which would circumvent any of the provisions of this Agreement;

(iv) the General Partners and their Affiliates will not sell insurance, supplies, goods or services to the Partnership; and

(v) the Partnership will not give the Managing General Partner or any of its Affiliates an exclusive right to sell or exclusive employment to sell Partnership property.

5.4 Restrictions on the Authority of the Managing General Partner. (a) Without the Consent of all the Limited Partners and both Individual General Partners, the Managing General Partner shall not have the authority to:

(i) do any act in contravention of this Agreement;

(ii) do any act which would make it impossible to carry on the ordinary business of the Partnership;

(iii) confess a judgment against the Partnership;

(iv) possess Partnership property or assign its rights in specific Partnership property for other than a Partnership purpose;

(v) admit a Person as a General Partner, except as provided in this Agreement;

(vi) admit a Person as a Limited Partner, except as provided in this Agreement; or

(vii) continue the business of the Partnership upon the Incapacity of the sole General Partner or all General Partners, except as provided in this Agreement.

(b) Without the Consent of more than 50 percent in Interest of the Limited Partners, but subject to the provisions of Section 11.3 and subsection (a) of this Section 5.4, the Managing General Partner shall not have the authority to:

(i) lease, other than in the ordinary course of business, or sell, abandon or otherwise dispose of at any one time all or substantially all of the assets of the Partnership;

(ii) elect to dissolve the Partnership;

(iii) invest in securities of other issuers (except for investments as described in Section 5.2(a)(x) and (xii));

(iv) underwrite the securities of other issuers;

(v) make loans to other persons or entities (except that the acquisition or granting of mortgages or deeds of trust in connection with the sale, purchase, financing or refinancing of real property of the Partnership shall not be deemed to be the making of a loan or the issuance of senior securities); or

(vi) make any changes in the investment objectives of the Partnership described in the Prospectus.

5.5 Duties and Obligations of the Managing General Partner. (a) The Managing General Partner shall use its best efforts to take all actions which may be necessary or appropriate for the continuation of the Partnership's valid existence as a limited partnership under the Law and for the acquisition and holding of Partnership assets, in accordance with the provisions of this Agreement and applicable laws and regulations.

(b) The Managing General Partner shall devote to the Partnership such time as the Managing General Partner shall deem to be necessary to conduct the Partnership business and affairs.

(c) The Managing General Partner shall at all times act with integrity and good faith and exercise due diligence in all activities relating to the conduct of the Partnership business and in resolving conflicts of interest.

(d) The General Partners shall at all times use their best efforts to maintain their net worths so that such net worths, in the aggregate, shall remain at a level that is sufficient to meet all requirements of currently applicable regulations and rulings of the Internal Revenue Service and to meet any future requirements set by the Code, the Internal Revenue Service or the courts in order to insure that the Partnership shall be classified for federal income tax purposes as a partnership, rather than as an association taxable as a corporation, on account of the net worths of the General Partners.

(e) The Managing General Partner shall prepare or cause to be prepared and shall file on or before the due date (or any extension thereof) all federal, state and local tax returns required to be filed by the Partnership. The Managing General Partner shall, to the extent that Partnership funds are available, cause the Partnership to pay any taxes payable by the Partnership.

(f) The Managing General Partner shall, from time to time, submit to the Securities and Exchange Commission and any appropriate state securities administrator all documents, papers, statistics and reports required to be filed with or submitted to the Securities and Exchange Commission and such state securities administrator.

(g) The Managing General Partner shall use its best efforts to cause the Partnership to be formed, re-formed, qualified to do business or registered under any applicable assumed or fictitious-name statute or similar law if required by such law in any state in which the Partnership then owns property or transacts business.

(h) The Managing General Partner shall, from time to time, prepare and file all certificates (or amendments thereto) and other similar documents which are required by law to be filed and recorded for any reason in such office or offices as are required under the laws of the State of Delaware or any other state in which the Partnership is then qualified or registered. The Managing General Partner shall do all other acts and things (including making publications or periodic filings of this Agreement or any certificates of limited partnership or amendments thereto or other similar documents) that may now or hereafter be required.

(i) The Managing General Partner shall have fiduciary responsibility for the safekeeping and use of all funds and assets of the Partnership and shall not employ or permit another to employ such funds or assets in any manner except for the exclusive benefit of the Partnership. The Partnership's funds shall not be commingled with the funds of any other person. The Managing General Partner will manage and operate the Partnership in a prudent and businesslike manner, and for the best interests of the Limited Partners.

5.6 Compensation of the General Partners. (a) Except as expressly provided or permitted in this Agreement, a General Partner shall not, in its capacity as General Partner or in its individual capacity, receive any reimbursement, salary, fees or profits from the Partnership.

(b) The Managing General Partner will receive an annual property management fee equal to one-half of one percent of the cost of the Partnership's assets under management. This fee, which will be payable quarterly and in advance, will exceed neither \$100,000 nor five percent of the Partnership's operating revenues in any year.

(c) The Managing General Partner will receive an annual deferred subordinated acquisition fee in the amount of one percent of the amount paid by the Partnership for its properties. This fee will be paid only in such years that the Limited Partners have received at least a 10 percent return on their Adjusted Capital Contributions for such year; provided, however, that the deferred subordinated acquisition fee may not exceed, in the aggregate, six percent of the gross proceeds received by the Partnership from the sale of the Units; and provided further, such fee will be reduced so that all fees and commissions paid by all parties in connection with the purchase of the property by the Partnership (including this deferred subordinated acquisition fee) do not exceed 10 percent of the gross proceeds

received from the sale of the Units. Acquisition fees and expenses payable by the Partnership shall also be subject to the following limitations: (1) the sum of (i) the purchase price of the Partnership's properties, (ii) the acquisition fees payable to the Managing General Partner and its Affiliates out of the proceeds of the offering made by the Prospectus and (iii) the acquisition fees payable by the Partnership to third parties shall not exceed the appraised value of the properties acquired by the Partnership; and (2) the total of all acquisition fees paid to all parties involved in the transaction which are payable by the Partnership out of the proceeds of the offering made by the Prospectus and/or payable by third parties shall not exceed six percent of the purchase price of the properties. The fees and expenses may be in excess of the amounts set forth in this paragraph on individual properties, provided that the limitations are met on an aggregate basis.

(d) The Managing General Partner will receive a subordinated real estate disposition fee equal to three percent of the selling price of any of the Partnership's real property; provided, however, that this fee may not exceed the lesser of nine percent of the gross proceeds received from the sale of the Units or 50 percent of the standard real estate commission in the area in which the property is located, and further provided that this fee, taken together with all other brokerage commissions payable to others in connection with such transaction, shall not exceed six percent of the selling price of such property. Furthermore, this fee will be paid to the Managing General Partner only if, and to the extent that, the Limited Partners have received the return of their Initial Capital Contributions plus a cumulative annual return on Adjusted Capital Contributions of not less than 10 percent. Such fee will be paid only for services actually performed. If the Managing General Partner participates with an independent broker on resale, then such limitations shall apply to fees payable by the Partnership to all persons involved in the transaction.

5.7 Other Businesses of Partners. Any Partner and any Affiliate of any Partner may engage in or possess any interest in other business ventures of any kind, nature or description, independently or with others, including, but not limited to, the acquisition, financing, ownership, leasing, operation, management and syndication of commercial real estate properties for their own account or for the account of others. Neither the Partnership nor any Partners by virtue of their status as Partners shall have any rights or obligations in or to such independent ventures or the profits or losses derived therefrom.

5.8 Indemnification of General Partners. (a) In any threatened, pending or completed action, suit or proceeding to which a General Partner or any Affiliate of a General Partner was or is a party or is threatened to be made a party by reason of the fact that it is or was a General Partner of the Partnership or an Affiliate of a General Partner thereof (other than an action by or in the right of the Partnership) involving an alleged cause of action for damages arising from the performance of its duties or obligations under this Agreement, the Partnership shall indemnify such General Partner or Affiliate against expenses, including attorneys' fees, judgments and amounts paid in settlement actually and reasonably incurred by it in connection with such action, suit or proceeding if it has determined, in good faith, that such course of conduct was in the best interests of the Partnership, and provided that its conduct does not constitute negligence, misconduct or a breach of its fiduciary obligations to Limited Partners. The termination of any action, suit or proceeding by judgment, order or settlement shall not, of itself, create a presumption that such General Partner or Affiliate did not act in good faith and in a manner which it reasonably believed to be in or not opposed to the best interests of the Partnership.

(b) In any threatened, pending or completed action or suit by or in the right of the Partnership, to which a General Partner or an Affiliate of a General Partner was or is a party or is threatened to be made a party, involving an alleged cause of action by a Limited Partner or Limited Partners for damages arising from the activities of such General Partner or Affiliate in the performance of management of the internal affairs of the Partnership as prescribed by the Agreement, or by the Law, or both, the Partnership shall indemnify such General Partner or Affiliate against expenses, including attorneys' fees, actually and reasonably incurred by it in connection with the defense or settlement of such action or suit if it acted in good faith and in a manner it reasonably believed to be in or not

opposed to the best interests of the Partnership, except that no indemnification shall be made in respect of any claim, issue or matter as to which such General Partner or Affiliate shall have been adjudged to be liable for negligence, misconduct or breach of fiduciary obligation in the performance of its duty to the Partnership unless, and only to the extent that, the court in which such action or suit was brought shall determine upon application, that, despite the adjudication of liability but in view of all circumstances of the case, such General Partner or Affiliate is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

(c) To the extent that a General Partner or Affiliate of a General Partner has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 5.8(a) or 5.8(b), or in defense of any claim, issue or matter therein, the Partnership shall indemnify it against the expenses, including attorneys' fees, actually and reasonably incurred by it in connection therewith.

(d) Notwithstanding the foregoing, neither the General Partners nor any officer, director, employee, agent, subsidiary or assign of the General Partners or of the Partnership shall be indemnified from any liability, loss or damage incurred by them in connection with (i) any claim or settlement involving allegations that the Securities Act of 1933, as amended, was violated by the General Partners or by any such other person or entity unless: (a) the General Partners or other persons or entities seeking indemnification are successful in defending such action; and (b) such indemnification is specifically approved by a court of law which shall have been advised as to the current position of the Securities and Exchange Commission regarding indemnification for violations of securities laws or (ii) any liability imposed by law, including liability for fraud, bad faith or negligence.

5.9 Business; Required Insurance. The business of the Partnership is to acquire and own fully equipped restaurant facilities licensed or owned by Arby's, Inc., and to acquire such other restaurants and conduct such other business as is not inconsistent with the Prospectus. The Partnership will acquire only restaurant properties which are to be leased to Franchisees under arrangements where lease insurance is provided with the sum of the lease payments insured at least equal to the aggregate cost to the Partnership of building, fixtures, furniture and equipment and also at least equal to 80 percent of the aggregate cost to the Partnership of building, fixtures, furniture, equipment and land. Nothing herein shall be construed to prohibit the Partnership from entering into leases of shorter than 10 years' duration, or to prohibit the Partnership from entering into uninsured leases with respect to furniture, fixtures, equipment or other components of the restaurant if the foregoing conditions are met with respect to the restaurant taken as a whole.

ARTICLE SIX

Transferability of a General Partner's Interest

6.1 Voluntary Withdrawal or Transfer of a General Partner's Interest. (a) No General Partner shall have the right to voluntarily retire or withdraw from the Partnership or sell, assign, transfer or encumber his interest as a General Partner without the Consent of more than 50 percent in Interest of the Limited Partners. Further, the Managing General Partner shall not take any steps to dissolve itself; provided, however, that nothing in this Agreement shall be deemed to prevent the merger or reorganization of the Managing General Partner into or with any other corporation organized under the laws of the United States or any state thereof or the transfer of all the capital stock of the Managing General Partner and the assumption of the rights and duties of the Managing General Partner by, in the case of a merger, reorganization or consolidation, the surviving corporation.

(b) A General Partner wishing to retire or withdraw as General Partner shall give Notification no less than 30 days prior to such proposed withdrawal to the other General Partners and to all Limited Partners that it proposes to retire or withdraw, that it proposes that there be substituted in its place a Person designated and described in such Notification, and in the case of the Managing General Partner, that it proposes to withdraw its Capital Contribution reduced by any amounts received by the Managing General Partner pursuant to its interest in profits, cash distributions or amounts paid it from proceeds received by the Partnership pursuant to the sale or other disposition of Partnership assets.

The General Partner proposing to retire or withdraw may propose as its successor any or all of the remaining General Partners. Enclosed with such Notification shall be a certificate, duly executed on behalf of such proposed successor General Partner, to the effect that:

(i) in the case of a proposed successor to the Managing General Partner, it is experienced in performing (or employs sufficient personnel who are experienced in performing) functions of the type then being performed by the resigning Managing General Partner;

(ii) such proposed successor General Partner has a net worth that will, when combined with the net worth of all General Partners, meet the net worth requirements of Internal Revenue Service Revenue Procedure 72-13 or any subsequently established net worth requirements, if higher; and

(iii) such proposed successor General Partner is willing to become a General Partner under this Agreement in the same capacity as the resigning General Partner without receiving from the Partnership either compensation for services in excess of that which was paid to the withdrawing General Partner or any interest in the profits of the Partnership other than a transfer of some or all of the withdrawing General Partner's Interest in the Partnership. Nothing in this Section is intended to prohibit a successor General Partner from receiving compensation directly from the retiring or withdrawing General Partner.

(c) If a General Partner or any successor General Partner under this Agreement withdraws, there shall be on file at the principal office of the Partnership prior to such withdrawal financial statements of the proposed successor General Partner, as of a date not earlier than 12 months prior to the date of the Notification required by this Section 6.1, certified by a nationally recognized firm of independent public accountants, or accompanied by a certificate duly executed by such proposed successor General Partner, or on its behalf by its principal financial officer, to the effect that such financial statements:

(i) were prepared in accordance with generally accepted accounting principles consistently applied;

(ii) accurately reflect the financial condition and, in the case of a corporation, the results of operations at and for the periods ending on the date thereof; and

(iii) that no material adverse change in its financial condition has occurred since the date of such financial statements. Such financial statements and certificate shall be available for examination by any Partner during normal business hours.

(d) The Consent of the holders of more than 50 percent in Interest of the Limited Partners shall be required for the approval of any successor General Partner appointed pursuant to this Section 6.1.

(e) Any General Partner who has withdrawn pursuant to this Section 6.1 shall cooperate fully with the successor General Partner so that the responsibilities of such withdrawn General Partner may be transferred to such successor General Partner with as little disruption of the Partnership's business and affairs as practicable.

(f) In the event a General Partner attempts to voluntarily withdraw during the first three years after the date hereof and in the event that more than 50 percent in Interest of the Limited Partners do not Consent to the appointment of the proposed successor General Partner, the General Partner shall remain as a General Partner.

(g) In the event a sole General Partner or all General Partners attempt to voluntarily withdraw after the first three years from the date hereof and in the event more than 50 percent in Interest of the Limited Partners do not Consent to the appointment of the proposed successor General Partner for any reason other than the failure to comply with Section 6.1(b), then, at the sole option of such General Partner or General Partners seeking to withdraw, the Partnership shall terminate and be dissolved and its assets shall be liquidated in accordance with Section 3.2.

(h) In the event a General Partner who is neither the sole General Partner nor the Managing General Partner attempts to voluntarily withdraw after the first three years from the date hereof and in

the event more than 50 percent in Interest of the Limited Partners do not Consent to the withdrawal of such General Partner, and if the proposed successor General Partner is currently a General Partner and complies with Section 6.1(b)(ii), then, the General Partner seeking to withdraw may withdraw without the Consent of the Limited Partners.

(i) Subject to the provisions of Section 11.3, for all purposes hereunder and under the Law, each Limited Partner hereby Consents to the admission of any Person as an additional or successor General Partner, whose admission as such has been expressly Consented to by more than 50 percent in Interest of the Limited Partners prior to such admission, and no further express Consent or approval shall be required.

6.2 Removal of a General Partner. (a) Subject to the provisions of Section 11.3, any or all General Partners may be removed as General Partner for any reason with the Consent of more than 50 percent in Interest of the Limited Partners.

(b) If a sole Managing General Partner is removed as General Partner without its Consent pursuant to this Section 6.2, the Partnership shall be dissolved, unless, prior to the date upon which such removal is to be effective, the following shall have been satisfied:

(i) more than 50 percent in Interest of the Limited Partners shall have Consented to the continuation of the business of the Partnership;

(ii) more than 50 percent in Interest of the Limited Partners shall have Consented to the admission of a successor Managing General Partner whose net worth, when combined with the net worth of all other General Partners, meets the net worth requirements of Internal Revenue Service Revenue Procedure 72-13 or any subsequently established net worth requirements, if higher;

(iii) except as provided in Section 6.4, the removed Managing General Partner shall have been released from all obligations under this Agreement by instruments in form and substance satisfactory to the removed Managing General Partner;

(iv) the Capital Contribution of the Managing General Partner, reduced by any amounts received by such General Partner pursuant to its interest in Partnership profits, cash distributions or amounts paid it from proceeds received by the Partnership pursuant to the sale, refinancing or other disposition of Partnership assets, shall have been returned to it; and

(v) all amounts advanced to the Partnership by the removed Managing General Partner together with interest thereon shall have been paid in full.

(c) If a General Partner other than the Managing General Partner is removed as General Partner without its Consent pursuant to this Section 6.2, the Partnership shall be dissolved, unless, prior to the date upon which such removal is to be effective, the following shall have been satisfied:

(i) more than 50 percent in Interest of the Limited Partners shall have Consented to the continuation of the business of the Partnership;

(ii) in the event the aggregate net worth of the remaining General Partners is insufficient to meet the requirements of Internal Revenue Service Revenue Procedure 72-13 or any subsequently established net worth requirements, more than 50 percent in Interest of the Limited Partners shall have Consented to the admission of a successor General Partner, either Managing or otherwise, whose net worth when combined with the net worth of the remaining General Partners meets such net worth requirements;

(iii) except as provided in Section 6.4 the removed General Partner shall be released from all obligations under this Agreement by instruments in form and substance satisfactory to the removed General Partner; and

(iv) all amounts advanced to the Partnership by the removed General Partner, together with interest thereon, shall be paid in full.

(d) All amounts to be paid to any removed General Partner pursuant to Section 6.2(b)(iv), 6.2(b)(v) or 6.2(c)(iv) shall be paid on or before the date on which the removal is effective; provided, however, that in the event the immediate payment in cash would cause the Partnership to be insolvent or to be unable to meet its reasonably foreseeable cash requirements, the Partnership may deliver its promissory note for such amounts, secured by a lien upon the assets of the Partnership, providing for interest at the maximum rate permitted in Section 5.1(d), and providing for monthly payments of principal and accrued interest in an amount sufficient to amortize the principal amount of such promissory note in no more than five years.

6.3 Admission of Successor or Additional General Partners. (a) The admission of any additional or successor General Partner or General Partners pursuant to Section 6.1 or 6.2 shall be effective only if and after the following conditions are satisfied:

(i) the designation of such Person as a successor General Partner shall occur, and for all purposes shall be deemed to have occurred, prior to the retirement or removal of the retiring or withdrawing General Partner, and transfer of such General Partner's Interest and assumption of the duties, obligations and liabilities of such General Partner pursuant to Section 6.1 or 6.2; and

(ii) any Person designated as a successor General Partner pursuant to Section 6.1 or 6.2 shall have satisfied the requirements of Section 10.2.

(b) Except as provided in Section 6.2, a General Partner's Interest shall at all times be subject to the restrictions on transfer set forth in Sections 7.1(a) and 7.1(b).

6.4 Liability of a Removed or Withdrawn General Partner. Any General Partner who shall voluntarily withdraw or be removed from the Partnership and transfer its Interest as General Partner shall remain liable for its portion of any obligations and liabilities incurred by it as General Partner prior to the time such withdrawal, removal, sale, transfer or assignment shall have become effective, but it shall be free of any obligation or liability incurred on account of the activities of the Partnership from and after the time such withdrawal, sale, transfer or assignment shall have become effective.

6.5 Incapacity of General Partner. In the event of the Incapacity of the Managing General Partner, the Individual General Partners shall immediately and automatically succeed to the rights, powers, duties and obligations of the Managing General Partner. In the event of the Incapacity of the sole General Partner or all General Partners the Partnership shall be dissolved unless the Limited Partners shall provide for a successor General Partner and otherwise comply with the provisions of Sections 6.2(b) and (d).

6.6 General Partner's Interest upon Dissolution. Upon the Incapacity or removal of a sole General Partner or all General Partners and the failure to comply with Section 6.2, such General Partner(s) shall immediately cease to be such and the Interest of such General Partner(s), as such, shall continue only for the purpose of determining the amount, if any, that each such General Partner is entitled to receive upon dissolution pursuant to Section 8.2. Such termination shall not affect any rights or liabilities of the Incapacitated or removed General Partner(s) which matured prior to such Incapacity or removal.

ARTICLE SEVEN

Transferability of Limited Partner's Interest

7.1 Restrictions on Transfers of Limited Partner's Interest. (a) Except as provided in this Article Seven, the only restriction on the assignment or hypothecation of a Limited Partner's Interest shall be the consent, if required, of any state securities commission having jurisdiction with respect to such assignment or hypothecation. A transfer fee for the actual and reasonable expenses of the transfer (not to exceed \$200 per transaction) shall be required to be paid to the Partnership by the assignor or the assignee with respect to any transfer pursuant to this Article.

(b) Subject to compliance with applicable federal and state securities laws, and subsections (d), (e) and (f) of this Section 7.1, a Limited Partner may transfer his entire legal and equitable interest in

his Units by an executed and acknowledged written instrument upon compliance with this Article Seven. Until 60 days from the date of the termination of the offering made by the Prospectus, transfers may be made only with the Consent of the Managing General Partner, which Consent may be granted or withheld at the sole discretion of the Managing General Partner. Thereafter, Units will be transferable (subject to the limitations of this Article Seven), and transferees will be admitted as Limited Partners in the Partnership without the necessity for Consent by the Managing General Partner; provided, however, that in the event the Partnership is advised by counsel that continued transferability of Units and admission of transferees as Limited Partners could subject the Partnership to taxation as an association taxable as a corporation, then all future transfers of a Limited Partner's legal or equitable interest in his Units will be subject to discretionary approval by the Managing General Partner. Notwithstanding any provisions of this subsection, the Managing General Partner is under no obligation to amend the Partnership Agreement for the purpose of admitting Substituted Limited Partners more frequently than once a month.

(c) Any Limited Partner may, without restriction or Consent, give, sell, transfer or assign any portion or all of his Units to his spouse, any member or members of his family, to a trust set up for the benefit of his spouse or any members of his family, or to a corporation or any other entity in which such Partner has a majority interest. The Units of any Limited Partner may pass, without the Managing General Partner's Consent, to his heirs or legatees upon his death or by operation of law.

(d) No assignments or transfers will be permitted if such assignments or transfers would, in the opinion of counsel for the Partnership or the General Partners, result in the Partnership being considered to have terminated within the meaning of Section 708 of the Code. Moreover, no assignments or transfers will be permitted if such assignments or transfers would result in the ownership of more than 20 percent of the stock of a General Partner or an Affiliate of a General Partner being held by Limited Partners or assignees of Limited Partners.

(e) In no event shall Units be assigned or transferred to a minor or an incompetent except by will or intestate succession.

(f) No sale, assignment or transfer after which the transferor or the transferee will hold an interest representing a Capital Contribution of less than \$5,000 (\$1,500 in the case of transfers by an Individual Retirement Account) will be recognized for any purpose.

7.2 Incapacity of Limited Partners. If a Limited Partner dies, his executor, administrator or trustee, or, if he is adjudicated incompetent, his guardian or conservator, or, if he becomes bankrupt, the trustee or receiver of his estate, shall have all the rights and obligations of a Limited Partner for the purpose of settling or managing his estate and such power as the Incapacitated Limited Partner possessed to assign his Units and to join with such assignee in satisfying conditions precedent to such assignee becoming a Substituted Limited Partner. The Incapacity of a Limited Partner shall not dissolve the Partnership.

7.3 Assignees. (a) The Partnership shall not recognize for any purpose any purported sale, assignment or transfer of a Limited Partner's Units unless the provisions of Section 7.1 shall have been complied with and there shall have been filed with the Partnership a written and dated Notification (in recordable form) of such sale, assignment or transfer. Such Notification shall be executed and acknowledged by both the seller, assignor or transferor and the purchaser, assignee or transferee, except in the case of transfer by will or intestate succession where the Notification need be executed and acknowledged only by the heir or legatee. Such Notification shall:

(i) contain the acceptance by the purchaser, assignee or transferee of all of the terms and provisions of this Agreement; and

(ii) represent that such sale, assignment or transfer was made in accordance with all applicable laws and regulations.

The Notification shall be accompanied by an opinion of counsel to the assignor or assignee, satisfactory to the Managing General Partner, to the effect that such transfer or assignment would not violate the

Securities Act of 1933, as amended, or any applicable state securities or "blue sky" laws. Any sale, assignment or transfer shall be recognized by the Partnership as effective as of the date of such Notification, except that if the date of such sale or transfer is more than 30 days prior to the receipt of such Notification, the sale or assignment will be recognized as of the date the Notification was received by the Partnership.

(b) Any Limited Partner who shall assign all of his Units shall cease to be a Limited Partner, except that, unless and until a Substituted Limited Partner is admitted in his stead, such assigning Limited Partner shall retain the statutory rights of the assignor of a Limited Partner's interest under the law.

(c) A Person who is the assignee of all or any of a Limited Partner's Units, but does not become a Substituted Limited Partner and desires to make a further assignment of such Interest, shall be subject to all the provisions of this Article Seven to the same extent and in the same manner as any Limited Partner desiring to make an assignment of his Units.

7.4 Substituted Limited Partners. (a) Except as provided in Section 7.1, no Limited Partner shall have the right to substitute a purchaser, assignee, transferee, donee, heir, legatee or other recipient of an Interest as a Limited Partner in his place. Except as provided in Section 7.1, any purchaser, assignee, transferee, donee, heir, legatee, distributee or other recipient of an Interest shall be admitted to the Partnership as a Substituted Limited Partner only with the Consent of the Managing General Partner, which may be withheld or granted in the Managing General Partner's sole discretion, and which, if granted, shall be evidenced by the execution by the Managing General Partner of a certificate evidencing the admission of such Person as a Limited Partner.

(b) No Person shall become a Substituted Limited Partner until such person shall have satisfied the requirements of Sections 10.2(a) and (d); provided, however, that for the purpose of allocating profits and losses, a Person shall be treated as having become, and as appearing in the records of the Partnership as, the assignee of a Limited Partner on such date as the sale, assignment or transfer to such Person was recognized by the Partners pursuant to Section 7.3(a).

ARTICLE EIGHT

Dissolution, Liquidation and Termination of the Partnership

8.1 Events Causing Dissolution. The Partnership will dissolve upon the happening of any of the following events:

- (a) the expiration of its term;
- (b) the Incapacity of a sole General Partner or all the General Partners without the admission of a successor General Partner and compliance with Section 6.5;
- (c) the removal of a General Partner without its Consent, unless the conditions set forth in Sections 6.2(b), 6.2(c) and 6.2(d) are satisfied;
- (d) the attempted voluntary withdrawal of a General Partner and the failure of the Limited Partners to Consent to a successor General Partner as provided in Section 6.1(g) (unless the General Partner elects to remain as such or withdraws pursuant to Section 6.1(h));
- (e) the sale or other disposition at one time of all or substantially all of the assets of the Partnership existing at the time of such sale;
- (f) subject to the provisions of Section 11.3, the election to dissolve the Partnership by more than 50 percent in Interest of the Limited Partners;
- (g) the Partnership's failure to purchase or commit to purchase an interest in any property at or prior to the date required by Section 2.4(b); or
- (h) the happening of any other event causing the dissolution of the Partnership under the laws of the State of Delaware.

Dissolution of the Partnership shall be effective on the day the event occurs giving rise to the dissolution, but the Partnership shall not terminate until the Partnership's Certificate of Limited Partnership has been cancelled and the assets of the Partnership have been distributed as provided in Section 8.2.

8.2 Liquidation. (a) Upon dissolution of the Partnership, its liabilities shall be paid in the order provided herein. The Managing General Partner may cause Partnership property to be sold in such manner as it, in its sole discretion, shall determine in an effort to obtain the best prices for such property. The Managing General Partner shall cause the cancellation of the Partnership's Certificate of Limited Partnership. Pending such sales and cancellation, the Managing General Partner shall have the right to continue to operate the business of the Partnership and otherwise deal with Partnership property. In the event of the Incapacity or removal of the sole General Partner or all General Partners, a Person shall be elected by more than 50 percent in Interest of the Limited Partners to perform the functions of a Managing General Partner in liquidating the assets of the Partnership and winding up its affairs.

(b) In settling accounts upon dissolution, if any General Partner's capital account is negative, such General Partner shall contribute cash to the Partnership in an amount equal to such negative balance; thereafter, the assets of the Partnership shall be paid out in the following order:

- (i) to third party creditors, in the order of priority as provided by law;
- (ii) to the Limited Partners in respect to their share of the profits and other compensation by way of income on their contributions, in the manner provided for by Section 4.6;
- (iii) to the Limited Partners in the amount of their respective capital accounts on the date of distribution;
- (iv) to the General Partners for any loans or advances made by them to the Partnership;
- (v) to the General Partners in respect to their share of the profits and other compensation by way of income on their contributions, in the manner provided for by Section 4.6; and
- (vi) to the General Partners in the amount of their capital accounts on the date of distribution.

ARTICLE NINE

Books and Records; Accounting; Tax Elections

9.1 Books and Records. The books and records of the Partnership, including property appraisals, shall be maintained by the Managing General Partner at the principal office of the Partnership or of the Managing General Partner or his duly authorized representative. The books and records shall include information relating to the sale by the General Partners, or any of their Affiliates, of goods or services to the Partnership and a list of the names and addresses and Interests of all Limited Partners. The books and records shall be available for examination by any Partner or his duly authorized representative at any reasonable time. Any Partner, or his duly authorized representative, upon paying the costs of collection, duplication and mailing, shall be entitled, for any proper purpose, to a copy of property appraisals and the list of names, addresses and Interests of the Limited Partners. The Partnership may maintain such other books and records and may provide such other statements as the Managing General Partner in its discretion deems advisable.

9.2 Accounting Basis for Tax and Reporting Purposes; Fiscal Year. The books and records of the Partnership for tax purposes and for the purpose of reports to the Partners will be kept on a cash basis. The Managing General Partner may cause financial statements of the Partnership to be prepared for various purposes on the accrual basis of accounting by the application of memorandum entries to the cash basis books of account.

9.3 Bank Accounts. The Managing General Partner shall maintain the Partnership bank account and withdrawals shall be made only in the regular course of the Partnership business on such

signature or signatures as the Managing General Partner may determine. All deposits and other funds not needed in the operation of the business may be deposited in interest-bearing accounts or invested in securities as described in Sections 5.2(a)(x) and 5.2(a)(xii) of this Agreement.

9.4 Reports. (a) On or prior to May 15, August 15 and November 15 of each year, the Managing General Partner shall cause the Partnership to send to each Person who was a Partner at any time during the immediately preceding fiscal quarter the following information:

(i) Information with respect to the acquisition of property by the Partnership and a statement of any fees paid to the General Partners or any of their Affiliates and of the services rendered therefor;

(ii) In the event the Partnership receives any binding and unconditional offers to purchase property and rejects such offers, a report identifying the subject property and containing the name and address of the offeror and the price and terms offered;

(iii) Commencing with the close of the first full quarterly period after the Initial Closing Date, a report setting forth the details with respect to the progress of the Partnership's business, the receipt and disbursement of revenue and other relevant information;

(iv) A quarterly report containing all the information as required for Form 10-Q filed by the Partnership with the Securities and Exchange Commission, or a copy of said Form 10-Q; and

(v) In the event a partnership, of which a General Partner or an Affiliate of a General Partner is a general partner, acquires real estate meeting the investment objectives of the Partnership, and, at the time of such acquisition, the Partnership had uninvested funds, the Partnership shall notify the Partners of such acquisitions.

(b) On or before March 31 of each year, the Managing General Partner shall cause the Partnership to send to each Person who was a Partner at any time during the Fiscal Year, a report containing the following information:

(i) An audited balance sheet, statement of income, statement of Partnership equity and statement of changes in financial condition in respect of such year, all prepared in accordance with generally accepted accounting principles;

(ii) An annual report of the activities of the Partnership during such year, including a detailed statement of any transactions with the General Partners or their Affiliates and of fees, commissions, compensation and other benefits paid or accrued to the General Partners or their Affiliates for such year showing the amount paid or accrued to each recipient and the services performed;

(iii) A report containing a reconciliation between the financial information contained in the annual report and the information received for federal and state tax returns; and

(iv) An appraisal of the fair market value of the Units as determined by an independent appraiser.

(c) The financial statements described in Section 9.4(b)(i) shall be audited by a firm of certified public accountants and shall be accompanied by the opinion of such certified public accountants.

(d) Within 30 days prior to the end of each Fiscal Year, the Managing General Partner will send to each Person who was a Partner at any time during that year a report estimating federal and state income tax information in respect of such year, and not later than March 15 next following the end of each such year, such tax information as shall be necessary for the preparation by such Partner of his federal and state income tax returns.

(e) Until the proceeds from the sale of the Units are invested or returned to the Limited Partners pursuant to Section 3.4(b) hereof, at least quarterly, a special report of real property acquisitions within the prior quarter shall be sent to all Limited Partners. Such report shall describe the real

properties, and include a description of the geographic locale as well as the purchase price of each property.

9.5 Depreciation and Elections. The Managing General Partner may cause the Partnership to make all elections required or permitted to be made by the Partnership under the Code and not otherwise expressly provided for in this Agreement or the Prospectus as the Managing General Partner believes will be most advantageous to individual taxpayers who (i) are married and filing joint federal income tax returns, (ii) are not "dealers" for federal income tax purposes, and (iii) have income at least part of which, without giving effect to any additional tax on preference items, is subject to federal income taxation at a rate of at least 50 percent.

ARTICLE TEN

Amendments

10.1 Proposal and Adoption of Amendments Generally. (a) Amendments to this Agreement to reflect the addition or substitution of a Limited Partner, the admission of an additional or successor General Partner or the withdrawal of a General Partner shall be made at the time and in the manner referred to in Section 10.2. Amendments to this Agreement which are of an inconsequential nature and do not affect the rights of the Partners in any material respect may be made by the Managing General Partner through the use of the Power of Attorney granted in Section 12.1. Any other amendment to this Agreement may be proposed by a General Partner or by 10 percent in Interest of the Limited Partners. The Partner or Partners proposing such amendment shall submit (i) the text of such amendment, (ii) a statement of the purpose of such amendment, and (iii) an opinion of counsel obtained by the Partner or Partners proposing such amendment to the effect that such amendment is permitted by the Law, will not impair the limited liability of the Limited Partners and will not adversely affect the classification of the Partnership as a partnership for federal income tax purposes. Within 15 days after receipt of any proposal under this Section 10.1(a), the Managing General Partner shall give Notification of such proposed amendment to all partners. Along with the Notification, the Managing General Partner will send the statement of purpose and the opinion of counsel, and, in the case of an amendment proposed by an Individual General Partner or by Limited Partners, with the views, if any, of the Managing General Partner with respect to such proposed amendment.

(b) Amendments to this Agreement shall be adopted if:

(i) in the case of amendments referred to in Section 10.2(a), the conditions specified in Section 7.4 shall have been satisfactorily completed;

(ii) in the case of amendments referred to in Section 10.2(b) or 10.2(c), the conditions specified in Section 6.1, 6.2 or 6.3 shall have been satisfactorily completed; or

(iii) in the case of all other amendments, except as provided in Section 10.1(1), subject to the provisions of Section 11.3, such amendments shall have been Consented to by more than 50 percent in Interest of the Limited Partners; provided, however, that no such amendment may

(A) enlarge the obligations or reduce the Interest of any Partner under this Agreement, convert the Interest of any Limited Partner into the Interest of a General Partner or modify the limited liability of any Limited Partner without the Consent of such Partner;

(B) modify the method provided in Article Four of determining and allocating or distributing as the case may be, profits, losses and cash without the Consent of each Partner adversely affected by such modification;

(C) amend Section 6.1, 6.2, 6.3 or 6.5 without the Consent of the General Partners; or

(D) amend Section 5.4, this Article Ten or Section 11.2 without the unanimous Consent of all the Partners.

(c) The Managing General Partner shall, within a reasonable time after the adoption of any amendment to this Agreement, make any filings or publications required or desirable to reflect such

amendment, including any required filing for recordation of any certificate of limited partnership or other instrument or similar document of the type contemplated by Section 5.5(h).

10.2 Amendments on Admission or Withdrawal of Partners. (a) If this Agreement shall be amended to reflect the admission or substitution of a Limited Partner, the amendment to this Agreement shall be signed by the Managing General Partner, the Person to be substituted or added, or his attorney-in-fact, and, in the case of an assignment, the assigning Limited Partner or his attorney-in-fact. Such amendments shall occur as often as appropriate in the opinion of the Managing General Partner, but no less often than quarterly if there are Limited Partners to be admitted.

(b) If this Agreement shall be amended to reflect the admission of an additional or successor General Partner, such amendment shall be signed by the other General Partner or General Partners and such additional or successor General Partner.

(c) If this Agreement shall be amended to reflect the removal or withdrawal of a General Partner and the continuation of the business of the Partnership, such amendment shall be signed by the remaining or successor General Partner.

(d) No Person shall become a Partner unless such Person shall have:

- (i) become a party to, and adopted all of the terms and conditions of, this Agreement;
- (ii) if such Person is a corporation, provided the Managing General Partner with evidence satisfactory to counsel for the Partnership of such Person's authority to become a Partner under the terms and provisions of this Agreement; and
- (iii) paid all reasonable expenses and legal fees of the Partnership, not exceeding \$200 per transaction, in connection with such Person becoming a Partner.

ARTICLE ELEVEN

Consents, Voting and Meetings

11.1 Method of Giving Consent. Any Consent required by this Agreement may be given as follows:

(a) by a written Consent given by the consenting Partner at or prior to the doing of the act or thing for which the Consent is solicited, provided that such Consent shall not have been nullified by either

(i) Notification to the Managing General Partner by the consenting Partner at or prior to the time of, or the negative vote by such consenting Partner at, any meeting held to consider the doing of such act or thing; or

(ii) Notification to the Managing General Partner by the consenting Partner prior to the doing of any act or thing, the doing of which is not subject to approval at such meeting; or

(b) by the affirmative vote of the consenting Partner to the doing of the act or thing for which the consent is solicited at any meeting called and held pursuant to Section 11.2 to consider the doing of such act or thing.

11.2 Meetings of Partners. The termination of the Partnership, the removal of a General Partner and any other matter requiring the Consent of all or any of the Limited Partners pursuant to this Agreement may be considered at a meeting of the Partners held not less than 15 nor more than 60 days after Notification thereof shall have been given by the Managing General Partner to all Partners. Such Notification (a) may be given by the Managing General Partner, in its discretion, at any time and (b) shall be given by the Managing General Partner within 10 days after receipt by the Managing General Partner of a request for such a meeting made by 10 percent in Interest of the Limited Partners. Such meeting shall be held either at the principal office of the Partnership or of the Managing General Partner or such other location as shall be specified by the Managing General Partner, if Notification of such meeting is given pursuant to clause (a) above, or as shall be specified

by the requesting Limited Partners, if Notification of such meeting is given pursuant to clause (b) above.

11.3 Limitations on Requirements for Consents. Notwithstanding the provisions of Sections 5.3(b), 5.4(b), 6.1(a), 6.2, 8.1(f) and 10.1(b), as the case may be,

(a) the provision of Section 5.3(b) regarding the termination of contracts between the Partnership and any General Partner or Affiliate of a General Partner with the Consent of more than 50 percent in Interest of the Limited Partners shall be void and the Consent of the Limited Partners pursuant to Section 5.3(b) shall be given only by the express Consent of all the Limited Partners;

(b) the provisions of Section 6.1(a) regarding the withdrawal of a General Partner with the express Consent of more than 50 percent in Interest of the Limited Partners shall be void and the Consent of the Limited Partners pursuant to Section 6.1(a) shall be given only by the express Consent of all of the Limited Partners;

(c) the provisions of Section 6.2 permitting the removal of a General Partner and the continuation of the business of the Partnership with the Consent of more than 50 percent in Interest of the Limited Partners shall be void and the General Partner shall be removed pursuant thereto only with the Consent of all the Limited Partners;

(d) the provisions of Section 5.4(b) or 8.1(f) permitting sale or other disposition of the assets or dissolution of the Partnership with the Consent or vote of more than 50 percent in Interest of the Limited Partners shall be void and the Partnership shall be dissolved pursuant thereto only with the Consent of all the Limited Partners; and

(e) the provisions of Section 10.1(b) (iii) relating to the amendment of this Agreement shall be deemed to require the Consent of the Managing General Partner to any amendment, subject to the provisions thereof, in addition to the Consent of such percentage in Interest of the Limited Partners, and each Partner, as are then required by Section 10.1(b)(iii) so to Consent;

unless, at the time of the operation of such provisions, counsel for the Partnership or counsel designated by 10 percent in Interest of the Limited Partners shall have delivered to the Partnership an opinion to the effect that the operation of such provisions is permitted by law, will not impair the limited liability of the Limited Partners and will not adversely affect the classification of the Partnership as a partnership for federal income tax purposes.

11.4 Submissions to Limited Partners. The Managing General Partner shall give all the Limited Partners Notification of any proposal or other matter required by any provision of this Agreement or by law to be submitted for the consideration and approval of the Limited Partners. Such Notification shall include any information required by the relevant provision of this Agreement or by law.

ARTICLE TWELVE

Miscellaneous Provisions

12.1 Appointment of the Managing General Partner as Attorney-in-Fact. (a) Each Limited Partner, by the execution of the subscription agreement, irrevocably constitutes and appoints the Managing General Partner his true and lawful attorney-in-fact with full power and authority in his name, place and stead to execute, acknowledge, deliver, swear to, file and record at the appropriate public offices, such documents, instruments and conveyances as may be necessary or appropriate to carry out the provisions or purposes of this Agreement, including without limitation:

(i) all certificates and other instruments (including counterparts of this Agreement), and any amendment thereof, including any amendment substituting a General Partner pursuant to Section 6.1 or 6.2 or a Limited Partner pursuant to Section 7.5, which the Managing General Partner

deems appropriate to qualify or continue the Partnership as a limited partnership (or a partnership in which the Limited Partners will have limited liability comparable to that provided by the Law);

(ii) all instruments which the Managing General Partner deems appropriate to reflect a change or modification of the Partnership in accordance with the terms of this Agreement;

(iii) all conveyances and other instruments which the Managing General Partner deems appropriate to reflect the dissolution and termination of the Partnership; and

(iv) all Consents, instruments and documents which may be necessary or desirable in order to effectuate and comply with the provisions of Section 6.1(d).

(b) The appointment of the Managing General Partner as attorney-in-fact by all Limited Partners is irrevocable and shall be deemed to be a power coupled with an interest in recognition of the fact that each of the Partners under this Agreement will be relying upon the power of the Managing General Partner to act as contemplated by this Agreement in any filing and other action by them on behalf of the Partnership and shall survive the Incapacity of any Person hereby giving such power and the transfer or assignment of all or any part of the Interest of such Person; provided, however, that in the event a Limited Partner transfers all of his Units, the foregoing power of attorney of a transferor Limited Partner shall survive such transfer only until such time as the transferee shall have been admitted to the Partnership as a Substituted Limited Partner and all required documents and instruments shall have been duly executed, filed and recorded to effect such substitution.

12.2 Notification to the Partnership or the Managing General Partner. Any Notification to the Partnership or the Managing General Partner shall be to them at the principal office of the Partnership as set forth in this Agreement or in any subsequent Notification to all the Partners.

12.3 Binding Provisions. The covenants and agreements contained herein shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

12.4 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware.

12.5 Counterparts. This Agreement may be executed in several counterparts, all of which together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties have not signed the same counterpart, except that no counterpart shall be binding unless signed by the General Partners.

12.6 Separability of Provisions. If for any reason any provision or provisions hereof which are not material to the purposes or business of the Partnership or the Limited Partners' Interests are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid.

12.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties. This Agreement supersedes any prior agreement or understanding among the parties and may not be modified or amended in any manner other than as set forth herein.

12.8 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

IN WITNESS WHEREOF, Franchise Finance Corporation of America, as the Managing General Partner and as attorney-in-fact for each and all of the Limited Partners, and Morton H. Fleischer and John M. Halliday, as the Individual General Partners, and Morton H. Fleischer, as the Initial Limited Partner have executed this Agreement as of the date first above written.

FRANCHISE FINANCE CORPORATION
OF AMERICA, as Managing General Partner

Attest:

By


John M. Halliday, Secretary

By


Morton H. Fleischer, President

FRANCHISE FINANCE CORPORATION
OF AMERICA, as Attorney-in-Fact
for each and all of the Limited Partners

By


Morton H. Fleischer, President


Morton H. Fleischer,
Individual General Partner


John M. Halliday,
Individual General Partner


Morton H. Fleischer,
Initial Limited Partner

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

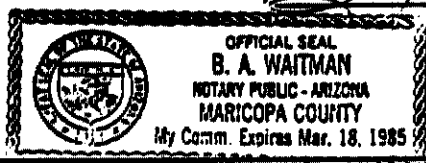
On this 12 day of June, 1982, personally appeared before me Morton H. Fleischer, to me personally known, who, being by me duly sworn upon his oath did state that he is the President of Franchise Finance Corporation of America, a Delaware corporation, and is the Individual General Partner and Initial Limited Partner of the Partnership, that the foregoing instrument was signed on behalf of said corporation by the authority of its Board of Directors as the act and deed of such corporation, and that he executed the foregoing instrument as his own act and deed as Individual General Partner, as Initial Limited Partner and as President of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state aforesaid the day and year last above written.

B. A. Waitman

Notary Public

[SEAL]



My Commission Expires:

STATE OF ARIZONA } ss.
COUNTY OF MARICOPA }

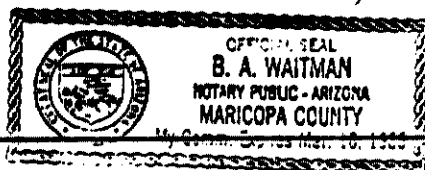
On this 12 day of June, 1982, personally appeared before me John M. Halliday, to me known to be the person who executed the foregoing instrument, and being by me duly sworn upon his oath, stated that the matters set forth therein are true and acknowledged that he executed the foregoing as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said county and state the day and year last above written.

B. A. Waitman

Notary Public

[SEAL]



My Commission Expires:

STATE OF Arizona }
COUNTY OF MARICOPA } ss.

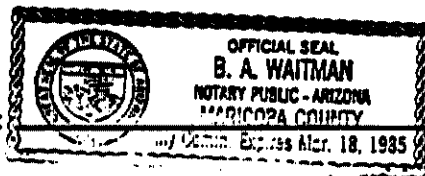
On this 12 day of June, 1982, personally appeared before me Morton H. Fleischer, to me personally known, who, being by me duly sworn upon his oath did state that he is the President of Franchise Finance Corporation of America, a Delaware corporation, and that said corporation, as the true and lawful attorney-in-fact for all the Limited Partners listed on Schedule A, with full power and authority to act in the name, place and stead of said Limited Partners, did execute the foregoing instrument as President of said corporation, acting as attorney-in-fact for said Limited Partners.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state aforesaid the day and year last above written.


Notary Public

[SEAL]

My Commission Expires:



ARMY'S HOUSE PARTITION 1961
(A Columnar Listing Partnership)

CONTINUED A

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS	
				PURCHASED	CONTRIBUTION
00001	PAUL A. PIZZARELLI	110 BELLERIVE ROAD	SOUTH WINDSOR CT 06074	10	10000.00
00002	PAUL A. PIZZARELLI	110 BELLERIVE ROAD	SOUTH WINDSOR CT 06074	10	10000.00
00003	ERNEST A. CASTROICH	1125 MADISON AVENUE	CHRYSTLER NY 02081	20	10000.00
00004	ALVIN R. J. JARA	1040 WISCONSIN DRIVE	AMHERST MA 01007	10	10000.00
00005	LAURINE KACHICA	10477 BAY AVENUE	CAPOVERTON CA 95014	20	10000.00
00006	GUARANTY TRUST CO	P O BOX 1903	WILMINGTON DE 19899	7	10000.00
00007	JULIA A. JOLLY	115 ALDER ROAD RD 111	WILMINGTON CA 95690	20	10000.00
00008	LAWRENCE J. PIERSON	1725 GLADIA DRIVE	CHICAGO CA 94921	20	10000.00
00009	JANICE A. WATSON	1021 WINDSOR CT	CAPE CORAL FL 33904	20	10000.00
00010	JOHN R. WILST	11224 WINDSOR AVE	CHRYSTLER CA 95140	20	10000.00
00011	EVOLYN J. BARBER	2715 ALBANY COURT	PORT COLLINS CO 60323	10	10000.00
00012	LOUIS E. STYIN	100 HUNTINGTON AVENUE	WHEELING WV 26061	20	10000.00
00013	CECILIA E. JARACHA	27 AMHERST AVE. 1ST FL	PIERCE CO 99033	10	10000.00
00014	BERNICE E. ALZETINE	315 WEST WINDSOR DRIVE	WINDSOR IL 62770	20	10000.00
00015	GUARANTY TRUST CO	P O BOX 1903	WILMINGTON DE 19899	20	10000.00
00016	ALICE A. JARACHA	1125 ALDER STREET	PORT COLLINS CO 60323	10	10000.00
00017	CHARLES E. WOL	1046 TRITON CT	CAPE CORAL FL 33904	10	10000.00
00018	ESTHER A. WILST	104 PALMISTE WAY	PIERCE CO 99021	10	10000.00
00019	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00020	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00021	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00022	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00023	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00024	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00025	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00026	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
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00043	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00044	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00045	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00046	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00047	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00048	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00049	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00
00050	WILSON J. WILST	1041 PENNINGTON	CAPE CORAL FL 33904	20	10000.00

UNITS	NAME	ADDRESS	CITY / STATE / ZIP	CAPITAL	
				PURCHASED	CONTRIBUTION
30000	WILLIAM T. JONES	1802 BALCON BLVD	ANN ARBOR MI 48105	20	1,000.00
30010	EARL C. BERRY, JR.	41707 ROAD 122	GAARHART CA 95000	10	5,000.00
30011	WILLIAM T. JONES	415 MILLCREEK DRIVE	GREENSBORO NC 27403	10	1,000.00
30012	WILLIAM T. JONES	1900 TILGEMOND DRIVE	CHARLOTTE NC 28211	10	1,000.00
30013	WILLIAM T. JONES	150 NORTH JACOB	SEAFORD DE 19804	20	1,000.00
30014	WILLIAM T. JONES	770 NORTH OCEAN BLVD 1700	MYRTLE BEACH SC 29577	10	1,000.00
30015	WILLIAM T. JONES	702 EAST 12 MILE ROAD	DETROIT MI 48202	10	1,000.00
30016	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30017	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30018	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30019	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30020	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30021	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30022	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30023	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30024	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30025	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30026	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30027	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30028	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30029	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30030	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30031	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30032	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30033	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30034	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30035	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30036	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30037	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30038	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30039	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30040	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30041	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30042	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30043	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30044	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30045	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30046	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30047	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30048	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30049	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00
30050	WILLIAM T. JONES	1000 1000	DETROIT MI 48202	10	1,000.00

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	PHONE	CONTRIBUTION
00077	BERNARD J. PITCH	2187 SOUTH 44TH ST	LAS VEGAS NV 89102	77	25,000.00
00078	WILLIAM E. LITTLE	430 CHILMIL AVENUE	PALM BEACH FL 33408	20	10,000.00
00079	ANDREW P. ROY	1923 CLAMMIST	STEVIL 2A FL 33475	12	5,000.00
00080	LEONARD W. MCRAE	13270 BIRCHWOOD	DE FRUIT FL 33408	13	5,000.00
00081	LEONARD W. MCRAE	4707 4th ST COURT	TEMPERAC FL 33319	40	25,000.00
00082	LEONARD W. MCRAE	199 SOUTH 44TH AVE. ROAD	DE FRUIT FL 33408	20	10,000.00
00083	CHARLES C. TRUST CO	1415 44TH AVE	DE FRUIT FL 33408	1	5,000.00
00084	SETTLEMENT AGENTS INC	P O BOX 1017	WINTER PARK FL 32789	1	5,000.00
00085	CHARLES C. TRUST CO	P O BOX 1000	WILMINGTON DE 19809	22	10,000.00
00086	WILLIAM J. HUTTON	716 LIVE OAK	WILMINGTON DE 19809	10	5,000.00
00087	CHARLES C. TRUST CO	2000 1st AVE 1001 1st 13	ACUSTON DE 19809	10	5,000.00
00088	CHARLES C. TRUST CO	P O BOX 1000	WILMINGTON DE 19809	1	5,000.00
00089	ELIJAH A. CUMMINGS	11721 100th	ST CLAIR MOORE DE 19809	10	5,000.00
00090	CHARLES C. TRUST CO	P O BOX 1000	WILMINGTON DE 19809	20	10,000.00
00091	JOHN A. ROBERTSON	P O BOX 1000	CINCINNATI OH 45202	10	5,000.00
00092	JOHN A. ROBERTSON	1070 LAMAR ST COURT	ST ALBANS VT 05478	10	5,000.00
00093	CHARLES C. TRUST CO	400 MARSHALL DRIVE	SPRINGFIELD IL 62702	10	5,000.00
00094	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00095	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00096	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00097	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00098	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00099	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00100	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00101	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00102	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00103	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00104	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00105	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00106	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00107	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00108	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00109	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00110	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00111	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00112	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00113	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00114	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00115	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00116	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00117	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00118	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00119	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00120	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00121	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00122	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00123	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00124	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00125	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00126	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00127	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00128	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00129	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00130	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00131	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00132	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00133	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00134	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00135	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00136	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00137	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00138	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00139	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00140	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00141	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00142	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00143	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00144	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00145	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00146	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00147	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00148	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00149	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00
00150	JOHN A. ROBERTSON	100 MARSHALL DRIVE	LIVE OAK FL 32740	10	5,000.00

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS		CAPITAL
				PURCHASED	CONTRIBUTION	
00144	JANIS F. BUCH	166 PENNY LANE	SUFFIELD GROVE IL 60040	10	1000000000	
00145	JENN JULIAN SCOTT	20 ROBERT AVENUE	CHICAGO CITY IL 60640	100	1000000000	
00146	FRANCIS A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	FLORIDA BEACH FL 32040	30	1000000000	
00147	FRANCIS A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	SCOTTSDALE AZ 85251	10	1000000000	
00148	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	SCOTTSDALE AZ 85251	10	1000000000	
00149	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CINCINNATI OH 45200	20	1000000000	
00150	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00151	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00152	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00153	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00154	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00155	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00156	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00157	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00158	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00159	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00160	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00161	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00162	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00163	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00164	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00165	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00166	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00167	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00168	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00169	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00170	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00171	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00172	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00173	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00174	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00175	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00176	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00177	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00178	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00179	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00180	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00181	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00182	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00183	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00184	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00185	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00186	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00187	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00188	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00189	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00190	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00191	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	
00192	WALTER A. PHILLIPS	400 S. DEAN AVE 1ST FLOOR	CHICAGO IL 60640	20	1000000000	

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CONTRIBUTION
00193	FRANK C. SEXTON	1704 11 1ST PLACE	CAPE CORAL FL 33904	100	1000000000
00194	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	3	1000000000
00195	EVOLYN S. BAUDER	122 NORTH ST	PORTSMOUTH VA 23704	20	1000000000
00196	ROBT. HOFFMAN	411 NORTHERN BLVD	GRANT TPCA NY 11041	13	1000000000
00197	LUCINDA E. WELSH	3044 E. HARTWELL	PHOENIX AZ 85018	10	1000000000
00198	CAROL S. BENTON	1030 SOUTH CYPRESS	DAVIDSON NC 28013	20	1000000000
00199	THOMAS J. SMITH	13326 PLEASANT	DAVIDSON NC 28013	10	1000000000
00200	JOHN E. LAMBERT	2218 SOUTH ST	DAVIDSON NC 28013	10	1000000000
00201	JAMES E. LAMBERT	1021	DAVIDSON NC 28013	10	1000000000
00202	WILLIAM E. LAMBERT	1922 OCEAN AVE	DAVIDSON NC 28013	10	1000000000
00203	ARTHUR E. LAMBERT	49 1044 STREET	DAVIDSON NC 28013	10	1000000000
00204	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00205	ROBERT S. BENTON	1290 MERCER STREET	DAVIDSON NC 28013	10	1000000000
00206	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00207	WILLIAM E. LAMBERT	1235 PLEASANT DR	DAVIDSON NC 28013	10	1000000000
00208	JAMES E. LAMBERT	1021	DAVIDSON NC 28013	10	1000000000
00209	ALFRED E. LAMBERT	17 SCHOOL STREET	DAVIDSON NC 28013	10	1000000000
00210	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00211	JAMES E. LAMBERT	1021	DAVIDSON NC 28013	10	1000000000
00212	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00213	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00214	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00215	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00216	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00217	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00218	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00219	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00220	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00221	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00222	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00223	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00224	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00225	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00226	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00227	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00228	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00229	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00230	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00231	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00232	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00233	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00234	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00235	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00236	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00237	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00238	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00239	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000
00240	GUARANTEE L TRUST CO	P 3 BOX 1900	WILMINGTON DE 19409	10	1000000000

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS FINANCED	TOTAL CONTRIBUTION
30241	ERSON S VILCRAVE	737 FORTWICK	MANCHESTER	10	1,000.00
30242	GERALD A CHERRY	744 LEMIE DRIVE	PELHAM	10	1,000.00
30243	JOSEPH J HUGHES	2700 SCOTCH VALLEY AVE A104	WASHINGTON HILLS	10	1,000.00
30244	BENJAMIN W MULLER II	6117 VERMILION TERRACE	ALABAMA	10	1,000.00
30245	METTY ANN JAMISON	1805 S WALKER	TITUSVILLE	10	1,000.00
30246	LEIPOLD J LINENBAUER	2914 1/2 RD ST SUITE 1300	ORLANDO	10	1,000.00
30247	J PATTY PRINCE	130 LAMPSONER CIRCLE	WINSTON SALEM	10	1,000.00
30248	FRANK J FURMAN	1107 HERBERT AVE	DALLAS	10	1,000.00
30249	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30250	VIRGIL E JAMES	P O BOX 40	WILMINGTON	10	1,000.00
30251	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30252	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30253	FRANK J CLAYFIELD	16 FOURTH AVENUE	WARRINGTON	10	1,000.00
30254	LIONARD S ZIGMUND	1007 WILSON STREET	ALBANY	10	1,000.00
30255	ELIZABETH G MUELLER	P O BOX 1000	CHICAGO	10	1,000.00
30256	HOWARD L ANN MORGAN	45 WILSON DRIVE	ALBANY	10	1,000.00
30257	FREDERICK LUTIS	230 CHESTERFIELD LANE	WILSON	10	1,000.00
30258	CATHERINE L STEVAL	1023 S JAMES	ALBANY	10	1,000.00
30259	LUIS S HADNER	1075 S HADNER	ALBANY	10	1,000.00
30260	FRANK S LIONHART, JR.	1000 GENERAL ROAD	ST LOUIS	10	1,000.00
30261	CARL COTTER INC	6045 S 10TH AVENUE	CHICAGO	10	1,000.00
30262	WILLIAM C MORRIS	1412 SOUTH AVENUE	CHICAGO	10	1,000.00
30263	YAN A MORRIS	7523 LAMAR CIRCLE S	ALBANY	10	1,000.00
30264	JOHN J MURPHY	1900 STRATFORD ROAD	ALBANY	10	1,000.00
30265	HARRY C MARY	313 TERRY STREET	ALBANY	10	1,000.00
30266	JOHN STRAIT	1703 S PARKVIEW AVENUE	ST PAUL	10	1,000.00
30267	SAMMY A STRIKER	1171 WALKER AVENUE	ALBANY	10	1,000.00
30268	GEORGE S HARRIS	700 WALKER AVE NW	ALBANY	10	1,000.00
30269	FRANK J MORGAN	100 W 10TH STREET	ALBANY	10	1,000.00
30270	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30271	WILLIAM S MALL	312 PARK DRIVE	ALBANY	10	1,000.00
30272	ALAN WINSTON	225 CENTRAL PARK EAST	NEW YORK	10	1,000.00
30273	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30274	NATHAN C MORRIS	604 JOHN CARRON BLVD	ALBANY	10	1,000.00
30275	NATHAN C MORRIS	P O BOX 21234	CHICAGO	10	1,000.00
30276	LIONEL C MULLER	130 WILSON AVENUE	CHICAGO	10	1,000.00
30277	MARY ANN JAMISON	1010 S WALKER	ALBANY	10	1,000.00
30278	VIRGINIA S CAMP	102 WALKER TERRACE	ALBANY	10	1,000.00
30279	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30280	W L MORGAN	P O BOX 1903	WASHINGTON	10	1,000.00
30281	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30282	GUARANTEE & TRUST CO	P O BOX 1903	WASHINGTON	10	1,000.00
30283	FRANK C MORGAN	P O BOX 42	ALBANY	10	1,000.00
30284	WILLIAM L MORGAN	1223 EAST 4TH	ALBANY	10	1,000.00
30285	LIONARD S ZIGMUND	70 STRAIT ST	ALBANY	10	1,000.00
30286	LIONARD S ZIGMUND	215 PARKVIEW DRIVE	ALBANY	10	1,000.00
30287	JOHN MORGAN	1141 AMERICAN BLVD OFF BL	ALBANY	10	1,000.00
30288	JOHN MORGAN	130 WILSON LANE	ALBANY	10	1,000.00

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNIT#	CONTRIBUTION
00257	JOSEPH L. STINNETTE	1217 HOLLYHOCK AVENUE	PITTSBURGH PA 15217	103	1000000000
00258	MARILYN L. LINT	10 FAIRWAY PLACE	PLAZA HILL PA 15443	20	1000000000
00259	LEE A. LINT	107 LAKE HURON DRIVE	CHICAGO CITY IL 60611	30	1000000000
00260	CHARLOTTE L. LINT	400 S. BUS 170	INVESTMENT PA 15721	40	1000000000
00261	GUARANTY & TRUST CO	P O BOX 1904	WILMINGTON DE 19804	50	1000000000
00262	ROBERT M. LINT	213 E. 74TH STREET	NEW YORK NY 10021	60	1000000000
00263	RETIREMENT ACCT INC	1400 S. CLARK ST. STE L-1	CHICAGO ILL 60606	70	1000000000
00264	ROBERT M. LINT	15700 BUSHWICK ST	WHEELING WV 26060	80	1000000000
00265	VERNA E. LINT	4015 RIVER FALLS	CHICAGO ILL 60630	90	1000000000
00266	LEIL P. LINT	707 N. HULL ST	CHICAGO ILL 60610	100	1000000000
00267	ROBERT M. LINT	407 N. HULL ST	CHICAGO ILL 60610	110	1000000000
00268	ROBERT M. LINT	1382 TERRA CANADA LA	CHICAGO ILL 60609	120	1000000000
00269	DAVID LINT. TRUSTEE	2339 BUSHWICK ST	CHICAGO ILL 60619	130	1000000000
00270	DAVID LINT. TRUSTEE	2339 BUSHWICK ST	CHICAGO ILL 60619	140	1000000000
00271	RETIREMENT ACCT INC	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	150	1000000000
00272	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	160	1000000000
00273	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	170	1000000000
00274	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	180	1000000000
00275	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	190	1000000000
00276	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	200	1000000000
00277	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	210	1000000000
00278	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	220	1000000000
00279	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	230	1000000000
00280	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	240	1000000000
00281	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	250	1000000000
00282	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	260	1000000000
00283	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	270	1000000000
00284	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	280	1000000000
00285	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	290	1000000000
00286	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	300	1000000000
00287	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	310	1000000000
00288	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	320	1000000000
00289	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	330	1000000000
00290	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	340	1000000000
00291	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	350	1000000000
00292	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	360	1000000000
00293	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	370	1000000000
00294	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	380	1000000000
00295	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	390	1000000000
00296	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	400	1000000000
00297	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	410	1000000000
00298	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	420	1000000000
00299	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	430	1000000000
00300	GUARANTY & TRUST CO	1400 CLARK ST. STE L-1	CHICAGO ILL 60606	440	1000000000

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNIT'S PLACED	CONTRIBUTION
00327	WENTWORTH & SONS	1278 BACH ROAD	FAIRFIELD	24	1,000.00
00328	GUARANTEE & TRUST CO	P O BOX 1900	WILMINGTON	28	1,000.00
00329	WENNY F SUTER	4103 S PARKWAY LA	CHICAGO	28	1,000.00
00330	CLARK AND ASSOCIATES	4 ALABAMA AVE	ATLANTA	28	1,000.00
00331	WILLIAM C FALLON	1012 NICHOLAS AVE	CHICAGO	28	1,000.00
00332	OSWALD & SONS	1004 N 17TH ST	CHICAGO	28	1,000.00
00333	ALFRED JUST	1011 NICHOLAS	CHICAGO	28	1,000.00
00334	WENNY & SONS	4004 N 17TH ST	CHICAGO	28	1,000.00
00335	WENNY & SONS	270 WEST 12TH STREET	CHICAGO	28	1,000.00
00336	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00337	GUARANTEE & TRUST CO	P O BOX 1900	WILMINGTON	28	1,000.00
00338	GUARANTEE & TRUST CO	P O BOX 1900	WILMINGTON	28	1,000.00
00339	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00340	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00341	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00342	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00343	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00344	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00345	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00346	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00347	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00348	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00349	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00350	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00351	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00352	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00353	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00354	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00355	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00356	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00357	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00358	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00359	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00360	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00361	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00362	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00363	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00364	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00365	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00366	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00367	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00368	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00369	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00370	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00371	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00372	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00373	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00374	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00375	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00376	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00377	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00378	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00379	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00380	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00381	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00382	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00383	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00
00384	WENNY & SONS	1211 N 17TH STREET	CHICAGO	28	1,000.00

ARMY'S LEASE PARTNERS 1981
(A Delaware Limited Partnership)

**SCHEDULE A
PART II**

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
HOLY CROSS M. S.	26-20 FRANCIS LEWIS BLVD	NEW YORK NY 11354	100	50,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	1	4,000.00
ALICE S KENNEDY	5315 WENOMAH	TX 75209	10	25,000.00
ROBERT J SHALDON	1 THOMAS DRIVE	DALLAS TX 75209	10	5,000.00
INHERIT & CHARMAINE HUTCHINGS	30 BOPP LANE	ST LOUIS MO 63131	10	5,000.00
JOHN A CONDR	1200-CARRIAGE CT	LONGMONT CO 80501	10	5,000.00
JOHNATHAN RUMSEY MILLER	100 VACA CREEK WAY	HAARTING CT 06553	50	25,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	10	4,000.00
CAPE CHERRY SER. INC	225 ARRON ROAD	WILMINGTON DE 19899	10	5,000.00
MALLORY J ANDERSON	470 GETTEVILLE ROAD	AMHERST NY 14226	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	10	5,000.00
GEORGE F REINHART	15 - A PINE CRESCENT	WILMINGTON DE 19899	10	5,000.00
RAYMOND C JACK	1900 PARK ROAD	WILMINGTON DE 19899	10	5,000.00
TERRY A BOGNA	7386 WEST CHESTER ROAD	WILMINGTON DE 19899	10	5,000.00
FRANK J OTT	1869 CAPITOL	WEST CHESTER OH 43081	10	5,000.00
RAYMOND E HANES	725 S PLEASANT	LINCOLN PARK MI 48146	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	100	50,000.00
ALLAN L WEST	411 WEST GORDON STREET	WILMINGTON DE 19899	100	50,000.00
LEONARD S COOK	225 - 03 139TH AVENUE	SEL LIA MO 21014	10	5,000.00
MILES S WENATERS	6415 W LAMARNA AVENUE	LAURELTON NY 11413	10	5,000.00
TRUST CO OF AMERICA	P O BOX 1007	THIENSVILLE WI 53092	20	10,000.00
MILTON S SILVA	194 STILLWATER DR	SCULDER CO 60308	10	5,000.00
EMERY S WESS	ROUTE 3	CINCINNATI OH 45238	10	5,000.00
ELSON D SMALL	181 BOX 185	GOVERNOR NY 13842	20	10,000.00
EDWIN L BRACKNEY	P O BOX 185	NORTH WENOMAH NE 68062	10	5,000.00
CLARK L WALSH	101 IVY COURT	WINDERMERE FL 32710	40	20,000.00
ROBERT C KETTLES	P O BOX 141	CHAPEL HILL NC 27514	27	13,500.00
PAUL A DARGEN	157 A QUINN DR	ENTERPRISE FL 32725	13	5,000.00
RICHARD H ANDERSON	1147 BRIMLAW ROAD	AUBURN AL 36830	10	5,000.00
CLARK S WILLIS	ROUTE 6	VILLINOVA PA 19085	10	5,000.00
RONALD J MARBAUM	2455 PARK RIDGE DRIVE	MANCHESTER TN 37355	20	10,000.00
HERMAN P ZUTHER JR	2455 CUTTER COURT	SLONFIELD HILLS MI 48013	10	5,000.00
MR C WES GEORGE TURNER	1901	WARRILL VT 05652	10	5,000.00
JAMES A KING	3815 BLUEBIRD LANE	FAIRFIELD VT 05455	20	10,000.00
LINDSEY A GARONER	8717 E 10TH	EDGEMOOR VT 05456	20	10,000.00
JEANNE V YOUNG	2902 LOS ALPES PL SW	WICHITA KS 67206	40	20,000.00
ROBERT A WALLER	1510 MILTON CTX	ALBUQUERQUE NM 87105	10	5,000.00
ROY W WERNER	9713 MAXINE	LOS ANGELES CA 90017	10	5,000.00
RETIRED TRUST COMPANY	222 S CENTRAL AVE SUITE 200	PICO RIVERA CA 90660	10	5,000.00
RETIRED TRUST CO INC	1400 S GALANCO AVE STE L-1	CLAYTON MO 63105	3	1,500.00
HOPE M LARSEN	600 ARJAY WAY	WINTER PARK FL 32789	115	57,500.00
JULIO E VALBUENA	1075 N BAY ROAD	WINTER PARK FL 32789	20	10,000.00
JULIO E VALBUENA	1075 N BAY ROAD	WINTER PARK FL 32789	20	10,000.00
RETIRED TRUST CO INC	P O BOX 3017	WINTER PARK FL 32789	11	5,500.00
JOHN E JOHNSON JR	1685 SW 88 COURT	MIAMI FL 33156	100	50,000.00
MARCO S WILCO	147 DEERFIELD LANE	PLEASANTVILLE NY 10570	10	5,000.00
EDWARD C ROSELEE JOHNSON	6495 HUGHES BRANCH ROAD	HUNTINGTON WV 25701	10	5,000.00
SARAH E FOX	P O BOX 307	FORT COLLINS CO 80522	10	5,000.00
CARL BUEHLER III	140 NORTH INVERWAY	PALESTINE IL 60667	100	150,000.00
DOUGLAS W LOGAN	1614 LARSEN LANE	IRLANDO FL 32817	40	20,000.00
WILLIAM E WALLMAN	9255 GRAM #203	DALLAS TX 75214	30	15,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	30	15,000.00
GLENN W ENGLISH	1609 LAIT	EL PASO TX 79925	20	10,000.00
OTTO A JESKE	BOX 10 E ROSS LANE FOREST	LEROY MI 49655	20	10,000.00
MARTHA DE BRUIN	1711 STOVER STREET	FORT COLLINS CO 80525	20	10,000.00
THELMA S PRANGE	16047 WELD CO ROAD 122	CARR CO 80612	20	10,000.00
RAY J PRANGE	16047 WELD COUNTY ROAD 122	CARR CO 80612	20	10,000.00
BRADFORD TRUST CO	70 PINE ST - 10TH FLOOR	NEW YORK NY 10005	19	9,500.00
BRADFORD TRUST CO	70 PINE ST - 10TH FLOOR	NEW YORK NY 10005	19	9,500.00
GEORGE W WERNER	201 N OCEAN BLVD APT 705	POCONO BEACH FL 33012	10	5,000.00
GEORGE L MARGARET CHARIS	1105 COSS DRIVE	CARLANDO TX 75042	10	5,000.00
IAN SIMS	13861 VANUEN ST NO 1	VAN HOUTS CA 91411	10	5,000.00
LAUGHING GULL PHOTOS	3355 DARTMOUTH COURT	LISLE IL 60532	10	5,000.00
LEONARD S THOMAS	2905 RIDGEWAY DRIVE	METairie LA 70002	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	20	10,000.00
LOLAINE JOHNNY ELISON	299 RIVERSIDE DR PM 1	POCONO BEACH FL 33042	19	9,500.00
SARAH JAYNE ELISON	299 RIVERSIDE DR PM 1	POCONO BEACH FL 33042	19	9,500.00
ROBERT A RIEGLE	3335 WEST GALLATHE	CINCINNATI OH 45219	12	6,000.00
ESTELLE ABRAHAM	30 BROOKLINE BLVD	HAVERHILL MA 01830	10	5,000.00
CURTIS R WYCK	1998 COOKS HILL ROAD	CENTRALIA WA 98531	10	5,000.00
HELEN C KESLER	3000 ELKLINE APTS BLDG 2-410	CRENSHAW IL 60009	10	5,000.00
LEONARD A MCCLELLAN	2009 GOTTSMO AVENUE	LOVELAND CO 80537	20	10,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
ROBERT A CLARK	IMPERIAL SOUTHWEST VILLA # 1666	LAKELAND FL 33803	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	49	22,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	43	20,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	20	10,000.00
TRUST CO OF AMERICA	P O BOX 1007	BOULDER CO 80304	4	2,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	14	7,000.00
FRANK O LOSPALLUTO	10 RUE FRANCIS POULINC	SAINTENY FRANCE 94400	10	5,000.00
BARNOL A RIZZO	4961 WILCOAT LANE	CINCINNATI OH 45221	20	10,000.00
ALBERT F MOORE	3251 BEN GARDENS LANE	ORLANDO FL 32806	20	10,000.00
CARL A SCHULTZ	14 EAST STREET	SHARONVILLE OH 43152	30	15,000.00
SAT AREA IN C TRUST	P O BOX 1	WEBSTER TX 77594	23	10,000.00
LEROY C LADUE	P O BOX 430	OGDENSBURG NY 13669	20	10,000.00
LOUIS CIPRIANI	24710 ROSEWOOD	GAR PARK MI 48237	20	10,000.00
FRANKS IN JP JR.	P O BOX 2343	WILMINGTON DE 19899	21	10,500.00
ROBERT V MURPHY	193 E GLENCOVE	DESA AZ 85203	10	5,000.00
EDWARD S MYNICAL	217 34TH AVENUE N	ST PETERSBURG FL 33704	24	12,000.00
JANE G PATRICK	1505 PASS A GRILLE WAY	ST PETE BEACH FL 33706	100	50,000.00
CORTRUDE C MOORE	5130 BRITTANY DR S MT 505	ST PETERSBURG FL 33713	10	5,000.00
VINCENT E BULLIS	P O BOX 390 SOC USA-ICTS	ABERDEEN PYING CA 90	23	10,000.00
WANG S SIBOUL	924 PERRINCHEN AVENUE	LANSDALE PA 19660	10	5,000.00
FRANK RAINES JR	3242 WEBB	DETROIT MI 48204	10	5,000.00
CAROLYN V SCHMIDTMEYER	6 EMERY LANE	CINCINNATI OH 45227	30	15,000.00
ROBERT I BASS	1230 S CHERRY WAY	TITUSVILLE FL 32780	10	5,000.00
JUAN M KELLY	1730 NE SECOND AVENUE	PORT LAUDERDALE FL 33305	10	5,000.00
IRVING MATTHEWSON	4366 BAINTREE ROAD	UNIVERSITY HTS OH 44118	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	12	6,000.00
LOLA GEMONY	20 WEST 77 STREET 1-A	NEW YORK NY 10038	10	5,000.00
MARY B CRANDALL	P O BOX 157	MARCO ISLAND FL 33937	10	5,000.00
RETIREMENT ACCT INC	P O BOX 3017	WINTER PARK FL 32790	14	7,000.00
RETIREMENT ACCT INC	P O BOX 3017	WINTER PARK FL 32790	1	4,000.00
GLENN E THOMPSON SR	P O BOX 673	WHITE SWAN WA 98952	110	55,000.00
JULIETTE G BLOOMER	13064 39TH NE	SEATTLE WA 98125	10	5,000.00
OR MCINLEY M TRENT	1517 8TH AVENUE	HUNTINGTON WV 25701	10	5,000.00
RONALD S CLOUGH	HIGHWAY HILL LANE	ANDOVER CT 06022	18	9,000.00
OR BERNARD JASH	P. O. BOX 1229	SOUTHFIELD MI 48075	10	5,000.00
JAMES G RABALAIS	1104 WILMA-LOIS AVENUE	PASADENA TX 77502	10	5,000.00
HAZEN A ALINE	4712 EAST 13TH STREET	CHEYENNE WY 82001	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
WEST L CO	P O BOX 6	MINOEN IA 51055	40	20,000.00
MANJONIS L HOLTS	3006 SARATOGA COURT	LACINE WI 53405	10	5,000.00
EDWARD C MC CARTHY	63 TUDOR TERRACE	WETHERFIELD CT 06109	39	19,500.00
GERALD GREEN	79 BERRKSHIRE ROAD	ROCKVILLE CENTER NY 11570	30	15,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	28	14,000.00
MATTHEW GOODMAN	547 LUCIA ROAD	PITTSBURGH PA 15221	20	10,000.00
VINCENT PIONE	9804 HIGHWAY 1	HAUSAU MI 48401	20	10,000.00
LYNN S FARMWORTH	1450 S OGDEN ROAD	DESA AZ 85202	20	10,000.00
JACK REILLY	1500 N OLIVE HIGHWAY	WEST PALM BEACH FL 33411	10	5,000.00
JENNIFER M MOORE	912 HASTINGS DRIVE	CINCINNATI OH 45218	10	5,000.00
EVELYN C BENSHAN	13011 WENGER ROAD	ANNA OH 43002	10	5,000.00
RONALD L GUARANTEE	140 EAST MARKET STREET	HARRIS OH 44442	10	5,000.00
THOMAS C HOLMAN	2808 WEST 5TH STREET	GREELY CO 10631	10	5,000.00
LELONE S HUTCHINSON	7175 EAST PRINCETON AVENUE	DENVER CO 80237	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	40	20,000.00
ARTHUR H MC CRY	2438 140TH N E	SELLSVUE WA 98088	24	12,000.00
ARTHUR H JOSEPH	180 104 S VILLAGE DRIVE N	ST PETERSBURG FL 33702	20	10,000.00
ARTHUR J MANANGLO	BOX 53	MOUNTAIN LAKES NJ 07046	15	7,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
THOMAS M AUSTIN	4451 LAUREL STREET	HONOLULU HI 96818	20	10,000.00
EILEEN C LINTZ	40 ANGLORIA AVENUE	LAKEVIEW PARK NY 10117	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	8	4,000.00
WENNER M REMET	P O BOX 23210	ORLANDO CA 94012	20	10,000.00
CARPER HPG CO PENSION FUND	15 ANDERSON AVENUE	MONTAGNIE NJ 07074	60	30,000.00
LILLIAN C JOHNSON	12 ELN STREET	WOODBURY NY 11797	50	25,000.00
MARGOT M COLBY	1322 CAPE LEYTE DRIVE	SARASOTA FL 33581	10	5,000.00
RUTH G ORBAUER	4120 TERRI LANE	LINCOLN NE 68502	20	10,000.00
LENE S JENSEN	941 PARK AVENUE	NEW YORK NY 10028	20	10,000.00
IRVING HAZEN	1423 SUSANNA BLVD N E	ALBUQUERQUE NM 87112	10	5,000.00
GUARANTEE C TRUST CO			10	5,000.00
BATHOLEN M MARTIN	4946 WEPONSET AVENUE	ORLANDO FL 32808	10	5,000.00
ROBERT A CALLEN	9156 NEWTON ROAD	DEERFIELD OH 44011	10	5,000.00
ANNE SILICOY	117 WILLCREST ROAD	SYRACUSE NY 13219	10	5,000.00
JOELLY P MCGOWAN	3304 CHELWOOD NE	ALBUQUERQUE NM 87111	10	5,000.00
MARVIN A VESS	1203 PAC CORNACH	JACKSON CO 80514	10	5,000.00
LARRY C CIVIAN-WAYON	1474 LUCILLE COURT	NORTHGLENN CO 95723	10	5,000.00
EVELYN J ADAMS	220 JARNDUTH	ST COLLINS CO 55525	10	5,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
PAT L. WILSON	1142 CRESTLINE DRIVE	COEUR D'ALENE ID 83814	10	5,000.00
ERIAN S. RAYTON	320 W. HORNBEAM DRIVE	LONGWOOD FL 32750	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	5	2,500.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	5	2,500.00
CENA C BANK	1130 QUAIL RUN APTS	COLUMBIA SC 29206	10	5,000.00
SYLVIA FANNON	75-05 35TH AVENUE	JACKSON HEIGHTS NY 11372	10	5,000.00
CUSTOMERSHIP CLIA OF MEDICINE	P O BOX 1994	ROSWELL NM 88201	10	5,000.00
THOMAS W. HEINLE	129 WAREFIELD DR	CINCINNATI OH 45226	10	5,000.00
ROBERT G. FISHER	150 EAST 69 STREET	NEW YORK NY 10021	10	5,000.00
PIUS CHAO	59-27 162ND STREET	FREEBIE HEIGHTS NY 11369	10	5,000.00
REYNOLD A. PIZZ	1949 40TH AVE. S APT 2	ST PETERSBURG FL 33711	10	5,000.00
EDWARD A. KERR	510 PONCE DE LEON UNIT 10	DECATUR GA 30030	10	5,000.00
JUDITH A. STAM	124 SATURN DRIVE	FOOT COLLINS CO 60525	15	7,500.00
DR. JESSIE STEVENS	1212 WALTER REED RD	PAYETTEVILLE MD 28304	40	20,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	12	10,000.00
PEGGY COLLINS	3201 PORTLAND POINT APT 31	COCOA CREEK FL 33064	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	40	20,000.00
ANTHONY T. VISCOSI	494 10N CENTER ROAD	HAVERFIELD HEIGHTS OH 44143	10	5,000.00
JOSPH LUMATSKY	7004 FIFTH AVENUE APT 304	PITTSBURGH PA 15232	20	10,000.00
DR. C. L. WIS	214 WARENTON DRIVE	HOUSTON TX 77024	20	10,000.00
LOUIS C. C. 1962 COOPER	2901 SCHWARTZ DRIVE	LAUDERDALE LAKES FL 33311	20	10,000.00
RETIEMENT ACCT INC	P O BOX 1017	WINTER PARK FL 32790	3	1,500.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	70	35,000.00
WILLIAM W. WARENTON	12210 CARBERRY PLACE	ST LOUIS MO 63131	20	10,000.00
GUARANTEE & TRUST CO	11 CARWOOD DRIVE	PARLIN NJ 08859	10	5,000.00
MONICA FISHER	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
JOHN T. DE K. TRUST	239 EAST 79 STREET 12E	NEW YORK NY 10021	10	5,000.00
WALLACE A. DE K. TRUST	P O BOX 1003 REYNOLDS DEPT	BOSTON MA 02107	80	40,000.00
JOHN W. C. CLORIA HAUGLE	4009 GREYBULL AVENUE	CHEYENNE WY 82001	10	5,000.00
JOHN W. C. CLORIA HAUGLE	2009 VAN BUREN STREET	W. HAVERTSVILLE PA 19382	50	25,000.00
JOHN W. C. CLORIA HAUGLE	11 FRONT STREET	RIVERSVILLE WV 26553	30	15,000.00
JOHN W. C. CLORIA HAUGLE	P O BOX 11248	TAMPA FL 33640	20	10,000.00
JOHN W. C. CLORIA HAUGLE	12421 7TH AV	SEATTLE WA 98177	20	10,000.00
JOHN W. C. CLORIA HAUGLE	304 LANCASTER AVE	MATRICIA PA 19040	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	20	10,000.00
GUARANTEE & TRUST CO	702 WEATHER LANE	WINTER SPRINGS FL 32708	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
PATRICIA G. RUTKOWSKI	1997 WILSON DR	PALESTINE NY 14522	10	5,000.00
PATRICIA G. RUTKOWSKI	1997 WILSON DRIVE	PALESTINE NY 14522	10	5,000.00
WAL W. WARENTON	P O BOX 474	PAYETTEVILLE MD 28302	10	5,000.00
GEORGE W. WARENTON	2794 SAUNDERS ROAD	WALDORF MD 28684	10	5,000.00
CHARLES L. CANTON	6950 BRIGADE TERRACE	MIAMI FL 33014	10	5,000.00
LOUIS DE LUCCA	170 BARNHILL LANE	HUNTINGDON VALLEY PA 19006	10	5,000.00
JAMES A. BREWER	3316 MOSSDALE AVENUE	QUANAH NC 27707	10	5,000.00
SUSAN M. WARENTON	226 J. 70TH ST	NEW YORK NY 10021	10	5,000.00
RETIEMENT ACCT INC	80X 1017 SUITE L-2	WINTER PARK FL 32790	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
ALLAN A. STENCIL	1215 ELN STREET	HAUSAU WI 54401	10	5,000.00
DR. HANDED REYNOLD PINK	124 W. PLANTATION CIRCLE	PLANTATION FL 33324	70	35,000.00
JOSEPH W. WARENTON	5717 WHITE HICKORY CIRCLE	TAMPA FL 33319	10	5,000.00
JOSEPH W. WARENTON	P O BOX 11008	LINCOLN NE 68501	10	5,000.00
JOSEPH W. WARENTON	P O BOX 1017	WINTER PARK FL 32790	20	10,000.00
JOSEPH W. WARENTON	P O BOX 1017	WINTER PARK FL 32790	60	30,000.00
MARGARET M. WARENTON	214 CELESTE CIRCLE	CHAPEL HILL NC 27514	40	20,000.00
WELLS COSS	6214 TULIP	DALLAS TX 75230	20	10,000.00
ELLEN ALLEN	2791 WARTMOUTH	WESTLAKE OH 44145	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
THOMAS W. WARENTON	7213 LAKESIDE DRIVE	INDIANAPOLIS IN 46278	10	5,000.00
CELESTINE W. WARENTON	1297 BLISS LANE W	ST PETERSBURG FL 33709	10	5,000.00
WILLIAM WARENTON	7940 GARDENSHIRE	DALLAS TX 75231	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
PLYMOUTH-WOMEN NATL	P O BOX 1587	SPRINGFIELD MA 02403	3	1,500.00
EDGER POOL L. DE CO	33 PULLMAN STREET	WORCESTER MA 01606	40	20,000.00
BLANCHE EISENBERG	1344 S. OCEAN BLVD APT 401	PALM BEACH FL 33440	40	20,000.00
CAMIEL L. STEINBERG	2221 S.W. 1ST AVE	PORTLAND OR 97201	40	20,000.00
MCCARTY & WOODEN DR	900 S. OLD ORCHARD ROAD	BRISTOL PA 19007	40	20,000.00
THESSA A. BELL	4923 TRISTAN DR	DOVER CA 94740	32	16,000.00
HENRY A. WOOD	SPIDER LAKE ROAD EAST	HANCOCKISH WATERS WI 54641	30	15,000.00
WILLIAM W. WARENTON	100 HILLHAVEN TERRACE	ALBANY NY 12213	30	15,000.00
RETIEMENT ACCT INC	P O BOX 1017	WINTER PARK FL 32790	17	8,500.00
DAVID C. WARE	2700 SOUTH CAMFIELD	DENVER CO 80210	15	7,500.00
JAMES A. WARENTON	11113 OTTAWA DR	OTTAWA ON K1H 1Y5	11	5,500.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	5	2,500.00
RICHARD TROSCHE	2794 SAUNDERS ROAD	BRIDGEMAN NY 14008	10	5,000.00
WAL W. WARENTON	1 J. J. J. ROAD	PLAINVILLE CT 06062	10	5,000.00
SHANE WARENTON	7222 PINEBROOK CIRCLE	LAS VEGAS NV 89117	10	5,000.00
SHANE WARENTON	3316 QUARRY DR	PAYETTEVILLE MD 28303	10	5,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
WILSON C AUCH CO	20255 W 12 14 MILE	FRANKLIN MI 48023	10	5,000.00
EUGENE J BROWN	2268 NEWITAGE VILLAGE	INDIANAPOLIS IN 46244	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
FLYTO & FARMINGTON	110 WABASSET ROAD	KENNETT SQUARE PA 19344	10	5,000.00
JUDY A CROON	22721 AVENUE 18	ROCKY HILL CT 06867	10	5,000.00
RICHARD W SWAN	208 RIDGEMAN DRIVE	ROCKY HILL CT 06867	10	5,000.00
SETTLEMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
GEORGE J GOLDSMITH	1844 LARA LANE	CHERRY HILL NJ 08003	10	5,000.00
PAUL & LARINE S PARNAN	3816 BROOKVIEW ROAD	PHILADELPHIA PA 19154	10	5,000.00
ROBERT J BORO	2635 PARADISE VILLAGE WAY	LAS VEGAS NV 89120	10	5,000.00
KEITH E ROSE NELSON	1763 S PILBERT COURT	DENVER CO 80222	10	5,000.00
BARBARA BARR	P O BOX 1893	WILMINGTON DE 19899	11	5,500.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
LANE C PROWSE	4314 BEACHWAY DRIVE	TAMPA FL 33609	10	5,000.00
JANORA L SHAW	4944 PALMETTO LANE	ORLANDO FL 32807	20	10,000.00
JAMES J BOLA	3169 NORTHGATE DRIVE	CINCINNATI OH 45211	20	10,000.00
JOSEPH & REBECCA JACKS	1431 NW 87 LANE	PLANTATION FL 33322	20	10,000.00
HANDEEN S AZHAR	18030 LECHATEAU DRIVE	SACRAMENTO CA 95805	10	5,000.00
GEORGE T KERR	2740 LANCASTER	OKLAHOMA CITY OK 73116	10	5,000.00
CLINTON L BYRNES	3447 SQUADRON WAY	CLEARWATER FL 33515	40	20,000.00
CLIFFORD H KORSNO	1155 N BRIDGEVIEW DRIVE	TACOMA WA 98406	20	10,000.00
FRANK LACOVELLI	14 BACON COURT	ROCKY HILL CT 06867	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	11	5,500.00
ROPER A LARSEN	1559 BELFAST COURT	SPRINGFIELD IL 62703	10	5,000.00
ERLAND A PERSSON	22 BAINBRIDGE PLACE	PLEASANT HILL CA 94523	10	5,000.00
SETTLEMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	3	1,500.00
SETTLEMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	3	1,500.00
JOHNIE C CAMPANA	1027 WEST 18TH STREET	LEWISVILLE OH 44042	10	5,000.00
ILFREDO P CAMPANA	1027 WEST 18TH STREET	LEWISVILLE OH 44042	10	5,000.00
ELIZABETH WATT SCOTT	1713 VALMORA STREET	LAS VEGAS NV 89102	10	5,000.00
EDWARD WELINGHAUSEN	2437 SAN PAULA	DALLAS TX 75223	10	5,000.00
MARGARET A HILL	994 ROCKINGHAM LANE	PLANTATION FL 33324	10	5,000.00
HECTOR J INCHAUSETZGUI, JR	4045 WEST 13 MILE ROAD	ROYAL OAK MI 48072	10	5,000.00
IAN CUYING	1908 S COUNTRY CLUB COURT	CHERRY HILL NJ 08003	10	5,000.00
PATRICK G MC CUFFEE	10444 SOUTH 44TH STREET	PHOENIX AZ 85044	10	5,000.00
HENRY T TOSHINO	2200 LINCOLN AVENUE	ALHAMBRA CA 91801	10	5,000.00
LLOYD K KING	24 04POT STREET	NEW YORK NY 10008	10	5,000.00
LOIS S JOHNSON	NORTH 250 IAWHONG STREET	SPRINGFIELD MA 01106	10	5,000.00
ROBERT F PAUL	SOUTH HARBOR ROAD	SOUTHOLD NY 11971	14	7,000.00
PLETCHER H WALL, JR	C/O PAT BROWN LUMBER COMPANY	LEXINGTON NC 27292	10	5,000.00
CARL H KERN	P O BOX 1825	ANTHONY NM 86201	20	10,000.00
ALAN S FITZGERALD	110 IMPERIAL COURT, APT 208	VANDALIA OH 45377	20	10,000.00
JOE W WESS	623 WEST 8TH	KINDEN IL 61760	20	10,000.00
PETER M BLACKWELL	3042 BLUEBROOK DRIVE	ORLANDO FL 32806	20	10,000.00
ROBERT T SWANSON	2802 NORTH 9TH STREET	MAUSAU WI 54401	140	70,000.00
JAMES S ROBERTSON	4510 HALLAM HILL LANE	LAKELAND FL 33803	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	4	2,000.00
HERVIN H RUFFUSH	8835 WEST 4TH AVENUE	DENVER CO 80226	100	50,000.00
HENRY A MORSE	3833 WILSON ROAD SW	KNOXVILLE TN 37919	40	20,000.00
WILSON J NELSON, JR	283 SPRING STREET	MANCHESTER CT 06040	10	5,000.00
ROGER A CLARK	201 GLOSMITH ROAD	PITTSBURGH PA 15217	10	5,000.00
FRANK C BARBARA HERT	530 WESPA DRIVE	CAMBRIDGE OH 44705	10	5,000.00
VIOLA ADCK	171 NORTH MAIN STREET	PELAL RIVER NY 10966	40	20,000.00
LUCILLE S PATRICK	P O BOX 3044	SEAFORD DE 19807	10	5,000.00
JACQUELINE S BELL	P O BOX 1121	SITKA AK 99835	50	25,000.00
EARL H WILLIAMS	41707 ROAD 222	CARMUST CA 93844	40	20,000.00
JACK P C GORDON LAMM	509 POLARIS ROAD	MORGAN CITY LA 70304	24	12,000.00
ERNEST L KISER	38840 GLENVIEW DRIVE	FRAMINGHAM MA 01901	15	7,500.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	15	7,500.00
THOMAS WASSERMAN CO	25 WARWICK ROAD	WILMINGTON DE 19899	10	5,000.00
LINES S BATES	4026 NORTH BEAVER HILL	JEFFERSON PA 15046	3	1,500.00
JOHNSTON A JOYCE	400 N PLAZA DR 871	APACHE JUNCTION AZ 85220	20	10,000.00
BERNARD J BATES	309 BRIMMON DRIVE	ROCKY HILL CT 06867	10	5,000.00
ROBERT M WILLIAMS	425 OCHLISSE	LANCASTER TX 75134	10	5,000.00
JAMES W BERRY	4270 PEACH WAY	BOULDER CO 80501	10	5,000.00
JOHN P BROWN	BOX 22	APT SAN FRANCISCO CA 94301	10	5,000.00
JANE JAVINSKY	23770 HAZELHURST RD	SHAKER HEIGHTS OH 44122	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	1	5,000.00

FINAL TOTAL 9,372 3,280,000.00

(a Delaware Limited Partnership)

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NAME	ADDRESS	CITY / STATE / ZIP	UNITS ACQUIRED	CAPITAL CONTRIBUTION
PAUL F. VANCE	1100 S DELAWARE APT C-21	DALLAS TX 75204	13	5,000.00
MC DONALD TRUST CO	221 S CENTRAL AVENUE SUITE 200	ST LOUIS MO 63102	3	1,500.00
EDITH BYRNE	4200 BISCAYNE BLVD	MIAMI FL 33137	10	5,000.00
WILLIAM S. SCOTT JR. TRUSTEE	1441 MONSIEUR DRIVE	MADEIRA CA 94031	25	10,000.00
DR. RICHARD WARR	115 CENTRAL PARK WEST APT 1-B	NEW YORK NY 10023	20	10,000.00
WILLIAM M. ALPERT	48 AMSTERDAM ROAD	SMITHSONIAN NY 11787	40	20,000.00
ANNETTE HOWITT	134 LAFAYETTE ST	DEVELOP CO 90218	10	5,000.00
JOHN P. LORAL	4021 SE 16TH	DEVELOP CO 90218	20	10,000.00
STATE ST BK & TRUST	P O BOX 5003	DEVELOP CO 90218	100	50,000.00
CHARLES B. WILSON	1410 N. INDEPENDENCE	LA HABRA CA 90631	40	20,000.00
EDITH MARY SCOTT INC	P O BOX 1017	WINSTON-SALEM NC 27104	3	1,500.00
CLARENCE BARBER	13 CHESHIRE AVE	SEATTLE WA 98114	23	10,000.00
PAUL WILLIAMS	530 LAKELAND AVE	SEATTLE WA 98122	75	37,500.00
CHARLES W. CHASE	7117 WESTWINDLAND AVENUE	ST LOUIS MO 63130	20	10,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	20	10,000.00
VICTORIA S. LEWIS	8700 SHORE DRIVE	GREENWICH CT 06030	15	5,000.00
FIRST TRUST CO	444 SHERRMAN ST	DEVELOP CO 90203	10	5,000.00
CHARLES T. CHAMBERS	1010 HANOVER ROAD	ANN ARBOR MI 48103	10	5,000.00
FLORIAN W. WAGNER	100 EVIDENCE DR APT 100	NEW YORK NY 10024	53	25,000.00
JAMES A. CHASE	1314 ISABEL DRIVE	FL 33957	30	15,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	15	7,500.00
CLARENCE J. STANLEY	19 BACON STREET	WINCHESTER MA 01890	25	10,000.00
JOHN F. & EVELYN JOHNSON	20412 102ND AVENUE SE	SEATTLE WA 98148	13	6,500.00
CHARLES W. CHASE	14923 CASCADIAN WAY	LYNNWOOD WA 98036	20	10,000.00
CLARENCE J. STANLEY	1025 9TH AVENUE & E NORTH	NEW YORK CITY NY 10011	30	15,000.00
JOHN F. & EVELYN JOHNSON	4727 42ND ST	SEATTLE WA 98122	20	10,000.00
CLARENCE J. STANLEY	1025 9TH AVENUE & E NORTH	NEW YORK NY 10011	10	5,000.00
FLORIAN W. WAGNER	P O BOX 518	DARTMOUTH MA 01924	10	5,000.00
CHARLES W. CHASE	8 11710 LINDORA	SPRING UT 84605	10	5,000.00
WILLIAM L. WAGNER	714 SOUTH 2ND EAST	SPRING UT 84605	10	5,000.00
FLORIAN W. WAGNER	P O BOX 1947	DEVELOP CO 90203	5	2,500.00
ALVIN S. LEVY	7340 E ROLL STREET	SCOTTSDALE AZ 85261	100	50,000.00
ANTHONY J. CHASE PHYSICIANS LT	197 W CAPITAL DRIVE	PHOENIX AZ 85013	10	5,000.00
JOHN F. & EVELYN JOHNSON	1297-A EAST WASHINGTON	PHOENIX AZ 85014	20	10,000.00
JOHN F. & EVELYN JOHNSON	412 N 7TH AVENUE	PHOENIX AZ 85007	20	10,000.00
CHARLES W. CHASE	2206 CHICKORY CIRCLE	DALLAS TX 75209	20	10,000.00
FLORIAN W. WAGNER	7505 14TH AVE NW	SEATTLE WA 98117	25	12,500.00
CLARENCE J. STANLEY	1205 N SECOND ST	MARIETTA GA 30067	10	5,000.00
ANTHONY J. CHASE	107 ELLIOTT AVENUE	ALTAIR GA 30601	50	25,000.00
ANTHONY J. CHASE	18932 15TH ST	SEATTLE WA 98148	15	7,500.00
LOUIS F. WARR	P O BOX 1917	WINSTON-SALEM NC 27104	30	15,000.00
WILLIAM L. WAGNER	3749 SQUARE BOX 1	SEATTLE WA 98148	20	10,000.00
ANTHONY J. CHASE	2101 COUNTRY CLUB DR	EVANSTON IL 60202	20	10,000.00
ANTHONY J. CHASE	200 WEST 14TH ST	NEW YORK NY 10019	20	10,000.00
ANTHONY J. CHASE	100 HANOVER PARK DRIVE	SEATTLE WA 98148	12	6,000.00
ANTHONY J. CHASE	17110 LEONARD ST	SEATTLE WA 98148	10	5,000.00
ANTHONY J. CHASE	331 W CINCINNATI APT 1	LAS VEGAS NV 89102	10	5,000.00
ANTHONY J. CHASE	4425 NW WEST	SEATTLE WA 98107	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1743	WILMINGTON DE 19899	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	10	5,000.00
ANTHONY J. CHASE	444 WINTHROP	WILMINGTON DE 19899	10	5,000.00
ANTHONY J. CHASE	P O BOX 2	DEVELOP CO 90203	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	7	3,500.00
CHARLES W. CHASE	109 MONROE AVENUE	SEATTLE WA 98148	40	20,000.00
WILLIAM L. WAGNER	1414 STREET	SEATTLE WA 98148	10	5,000.00
WILLIAM L. WAGNER	2124	SEATTLE WA 98148	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	3	1,500.00
ANTHONY J. CHASE	1951 NW ST COURT	SEATTLE WA 98148	20	10,000.00
ANTHONY J. CHASE	23770 LITCHFIELD PARK	SEATTLE WA 98148	10	5,000.00
ANTHONY J. CHASE	P O BOX 1943	WILMINGTON DE 19899	1	5,000.00
WILLIAM S. BRACKETT	2367 LUNA PLACE	SEATTLE WA 98148	10	5,000.00
MICHAEL JACOB	1725 BLAKE ST	DEVELOP CO 90203	40	20,000.00
GEORGE S. CALLAHAN	69320 BODINE AVENUE	SPokane WA 99208	20	10,000.00
ROBERT S. HALL SR	605 COLBY STREET	ALTAIR GA 30601	70	35,000.00
BRIAN RAYTON	320 W. HORNBEAM DRIVE	LYNNWOOD WA 98036	40	20,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	10	5,000.00
CARLOS SUITE 40	100 BOSTON AVENUE SUITE 200	ALTAIR GA 30601	20	10,000.00
LUIS S. PERA 40	2340 BEACH DRIVE SUITE 105	AVON PARK FL 32825	10	5,000.00
LUIS S. PERA 40	2340 BEACH DRIVE SUITE 105	AVON PARK FL 32825	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	400	200,000.00
LUIS WILKINSON, TRUSTEE	225 E VILLARD	DICKINSON IL 60011	50	25,000.00
BARBARA A. HUBBINS	7194 INDIAN VALLEY COURT	JOHN JESS CA 94129	50	25,000.00
LOUISE A. KING	629 SE 19TH AVENUE APT 104	DEERFIELD BEACH FL 33441	40	20,000.00
TERESA S. FAVES	11 SW JAVINCI	LAKE DEWEE FL 32034	30	15,000.00
GUARANTEE & TRUST CO	P O BOX 1943	WILMINGTON DE 19899	11	5,500.00
CHARLES E. CATHARINE JR. LOUISA	40 W BOX 18	GREENFIELD CENTER VT 05243	10	5,000.00
EDITH M. WARE	112 HARVEST RD	CHERRY HILL NJ 08002	10	5,000.00
EDITH M. WARE	1633 MACARTHUR DRIVE	DALLAS TX 75208	10	5,000.00
EDITH M. WARE	2401 ANN LARCA	DALLAS TX 75204	10	5,000.00
CLARENCE J. STEYER	1101 VASSAR ST	DALLAS TX 75204	10	5,000.00
EDITH M. WARE	115 PERKINS ST	CAVANAUGH TX 75604	20	10,000.00
EDITH M. WARE	1420 MONTICELLO LANE	FOCAPO TX 75107	20	10,000.00
JOHN ANN WAGGATY	2181 CLARKSON PARK COURT	CHRISTENFELD TX 75117	20	10,000.00
JOHN ANN WAGGATY	1751 SW 11TH AVENUE	ST LOUIS MO 63125	10	5,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS - PUNCH-220	CAPITAL CONTRIBUTION
VICTORIA HARVEY	210 WEST 1300 SOUTH #27	PRDVS UT 84401	10	15,000.00
STATE ST BK & TRUST	P O BOX 5003	STSTON VA 22107	25	15,000.00
RAY LEE BK & TRUST	P O BOX 1	WEBSTER TX 77598	25	15,000.00
ELINOR NELSON	P O BOX 404	WOTT MO 64606	20	10,000.00
FRANK & FRANCES SAUER	1809 PALATKA LANE	ALABAMA VA 22309	20	10,000.00
JO ANN GOSSALIN	250 DELAWARE ST	INDTON IN 47638	25	10,000.00
LAUREL P RAY	158 EDISON DR	MUNTINGTON NJ 08059	10	5,000.00
JAMES C HENWOOD	33 DAN STREET	BARABENSWAY VT 05305	10	5,000.00
PAUL J RUSSE	3573 SOUTH 34TH STREET	KENT WA 98031	20	10,000.00
GERALD L SHIDMAN	1412 ASHLEY	LAHAWIE NY 12070	25	10,000.00
JOE & SARAH J MOLEMANU	277 RED CLAY RD APT 203	LAUREL MO 63810	12	8,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
EDMUND & THOMAS MO	300 N CENTRAL AVE	MISSISSIPPI AL 32741	40	20,000.00
JEANETTE L MILLER, TRUSTEE	2105 CACTUS CT NBR 1	WALHUT CREEK CA 94199	30	15,000.00
VICTORIA HARVEY	210 WEST 1300 SOUTH #27	PRDVS UT 84401	10	15,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	20	10,000.00
MILKARD ENGLBART	1220 OMAHA AVENUE	NEARITT ISLAND FL 32992	20	10,000.00
PHILIP J DINTOWSKI	3524 LAKESHORE RD	MANISTEE MI 49660	20	10,000.00
LEON P BAGINSKI	PO BOX 4	ANTIGO WI 54409	20	10,000.00
DAVE C ARNDALL	3991 WEST APACHE CT	BOULDER CO 80303	10	5,000.00
MILKARD J SCHICKLER	1375 BELLE	CHM 44107	10	5,000.00
RETIRED MT ACCT INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
JEAN C BRADSHAW	645 1/2 WEBSTER AVE	WINTER PARK FL 32799	10	5,000.00
CONOR L MERNANUEZ	711 ASTERDAM AVENUE APT 10	NEW YORK NY 10025	10	5,000.00
GERALD MCCABE	8 KINGS RD	LIKE GELAGE NY 12845	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
ARLINDO D HANGAN	210 S GOLF BLVD	PONDER BEACH FL 33064	100	50,000.00
THOMAS D HANGAN	210 S GOLF BLVD	PONDER BEACH FL 33064	10	5,000.00
MILKARD P RAY	1 WHITEHALL PLACE	SENIATVILLE SC 29412	10	5,000.00
GERALD L CHADLER SCHMIDT	600 NE 169TH PLACE	ATLANTA GA 30320	30	15,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	20	10,000.00
JOHN & JOSEPHINE SCHLANK	2624 STIRKUP LANE	ALABAMA VA 22306	20	10,000.00
ELIZABETH MILLER	3810 BEL PRE ROAD APT 2	SILVER SPRING MD 20904	10	5,000.00
WILLIAM S SKELTON	345 EAST 10TH	CASPER WY 82601	50	25,000.00
SHIRLEY M WHITE	1640 IVY LANE	CASPER WY 82601	40	20,000.00
MARGARET CHASE LOCKE JR	137 GLEN AVE	ALBANY NY 12245	20	10,000.00
INPL CENTRAL BANK	P O BOX 1	EL TORO CA 92630	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
WES, INC.	3410 CLAY OCEAN DRIVE	AT LAUDERDALE FL 33304	200	100,000.00
HARVEY & JANE SHAAPE	1300 MARY HILL PARK	POND ON LAC MI 49435	20	10,000.00
OPENTHLY J W NELSON	1908 LYTTONSVILLE ROAD	SILVER SPRING MD 20910	10	5,000.00
PHYLLIS P KRAILL	289 WOODLAND AVE	WILSON NJ 07070	10	5,000.00
LOIS PAROD MO	12407 PONTENAC WOODS LANE	ST LOUIS MO 63131	10	5,000.00
DAVE G TERRY	7313 POE CIRCLE	ORLANDO FL 32807	40	20,000.00
ROBERT J JONES	120 KING	LOS GATOS CA 95030	20	10,000.00
DAVE J STEVENSON	21241 9TH PLACE SOUTH	KENT WA 98031	20	10,000.00
VERA V ASPER	2525 POMPON DRIVE	CRISTA MEIA CA 92626	20	10,000.00
ELISS PRODUCE CO	BOX 416	GREENSBY CO 40624	20	10,000.00
DAVID A LONGO	702 HEATHER LANE	WINTER PARK FL 32790	20	10,000.00
JOHN W MACDONALD	109 ESCOBAR COURT	LOS GATOS CA 95030	12	8,000.00
DAVE G TERRY	7313 POE CIRCLE	ORLANDO FL 32807	10	5,000.00
LARRY BRIDGES	4725 LAKE RIDGE CIRCLE	SAASOTA FL 33583	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	10	5,000.00
JOSEPH M LANGBERT	1119 WESTRALY PARKWAY	STATE COLLEGE PA 16801	10	5,000.00
LOUIS SCHNEIDER	4728 LAKE RIDGE CIRCLE	SAASOTA FL 33583	10	5,000.00
CAROLYN E CROSS	4715 BAY ST NE RD 300	ATLANTA GA 30320	10	5,000.00
STANLEY E NASH	346 CONESTOGA RD	WYOMING PA 19087	10	5,000.00
GERALD & JACKUS	2741 2ND AVE SOUTH	WISC RAPIDS WI 54494	10	5,000.00
CECELIA A WHITE	P O BOX 93 STODOLSKO RD	MIDDLE GRANVILLE NY 12549	10	5,000.00
RAY ARPA BK & TRUST	P O BOX 1	WEBSTER TX 77598	1	2,500.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
BETTY S MACFARLAND	3049 144TH PLACE NE	BELLEVUE WA 98003	10	5,000.00
JACQUELINE E BELL	P O BOX 1121	SITKA AK 99835	22	11,000.00
FRANK J WELBYEN MO	105 W HOSPITAL DRIVE	WEST COLUMBIA SC 29169	10	5,000.00
VERNE L BARNHORN	2101 WALNUT STREET	HARRISBURG PA 17103	30	15,000.00
ANDREW CASPER	13807 CASTLE	SOUTHGATE MI 48195	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	1	2,500.00
JANE MORRIS	5117 SEA BELL ROAD #111	SANIBEL FL 33557	10	5,000.00
ROBERT & FRANK	6581 COLSON HORTSHORNS DRIVE	SPRINGFIELD FL 31743	20	10,000.00
CLARENCE J DIBERT	110 EUSTINE BLVD	PONDER BEACH FL 33064	20	10,000.00
WILLIAM STELLER	2ND AVENUE	HAULEY NY 12535	10	5,000.00
FRANK & CARMONA	31313 42ND PLACE S.W.	ROPERAL WY 80073	10	5,000.00
WILLIAM STELLER	2251 VERMONT DR.	CHARLOTTE NC 28211	10	5,000.00
FRANK STELLER	301 MAIN STREET	YOUNGSTOWN NY 14574	20	10,000.00
WILLIAM STELLER	6407 BARCLAY LANE	STANESDA MO 65817	12	6,000.00
SUSAN P BURMAN	16 HIGHBURY COURT	FINCHALLSTOWN MO 65133	12	6,000.00
LINDA P STEIN	2704 JOYCE LANE	CHICAGO IL 60635	10	5,000.00
ROBERT & ANDREAS	30 2 CATY ROAD	CORNING NY 14815	12	6,000.00
GUARANTEE & TRUST CO	P O BOX 1903	WILMINGTON DE 19899	12	6,000.00
ROBERT & ANDREAS	2 HURST ROAD	3352A JUNCTION VT 05452	10	5,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
ALFRED J. BROWN	2 J BOX 1947	INDIANAPOLIS IN 46204	1	5,000.00
WILLIAM J. CLARK	30 WOODFORD LANE	CANSAVONCT CT 06031	10	25,000.00
CHARLES W. HARRIS	11-101 AGENCY PARK APTS	GLENS FALLS NY 12031	10	5,000.00
WALTER BACHTEL	9001 COLLINS AVE APT 14	SAL HARBOR IL 60474	10	70,000.00
EDWARD C. BROWN	5718 ROUTE BOX 233	GLENS FALLS NY 12031	20	10,000.00
LEONARD W. GALLAGHER	P O BOX 13761	IRLANDO IL 62701	20	10,000.00
WALTER J. BROWN	1613 NEWINGTON ROAD	BETHESDA MD 20814	20	10,000.00
STANLEY C. CLARK	188 STEPHEN STREET	LEVITOWN NY 11578	20	10,000.00
EDWARD L. BROWN	ROUTE 3 BOX 37	PELLAIRE MI 49615	30	15,000.00
FRANK L. HILL	1010 MICHOY PARK LANE	EL CERRILLO CA 92020	10	5,000.00
VICTORIA KING	333 S WEST WOODLAND	LOS ANGELES CA 90020	10	5,000.00
JOHN W. BROWN	1700 PEBBLE BEACH	EL PASO TX 79912	10	5,000.00
WALTER L. BROWN	424 JESSIE DRIVE	MIAMI SPRINGS FL 33166	20	15,000.00
CLARK J. BROWN	332 WEST GREEN STREET	SPRINGVILLE IL 60109	20	10,000.00
EDWARD W. HARRIS	35 WOODLAND AVENUE	SPRINGVILLE NY 10758	10	5,000.00
EDWARD J. BROWN	1675 NW 4TH AVENUE	SCOT DACH FL 33432	10	5,000.00
WALTER J. BROWN	796 BERNARD STREET	SCOT DACH FL 33431	20	10,000.00
WILLIAM W. HILL	7903 HOLMES ISLAND ROAD	CLYDE OH 44901	20	10,000.00
EDWARD J. BROWN	4025 SHORE BLVD S	CULBERT AL 35707	20	10,000.00
EDWARD J. BROWN	2406 S LAMAR STREET	DENVER CO 80227	20	20,000.00
EDWARD J. BROWN	2053 JUNE STREET	DENVER CO 80219	10	15,000.00
JANE J. BROWN	1905 PASS A CHILLI WAY APT 17	ST PETERS BEACH FL 33706	10	15,000.00
FRANKLIN HARRIS	P O BOX 132	ST ALBANS VT 05478	10	15,000.00
EDWARD J. BROWN	140 E WILSON STREET	NEW YORK NY 10019	20	10,000.00
EDWARD J. BROWN	150 CENTRAL PARK WEST	NEW YORK NY 10029	20	10,000.00
EDWARD J. BROWN	619 STRATFORD RD	WINTON ILL IN 47103	12	6,000.00
EDWARD J. BROWN	ROUTE 2	PORTSMOUTH VT 05773	10	5,000.00
EDWARD J. BROWN	44 PARK ST	STANBRO VT 05773	10	5,000.00
EDWARD J. BROWN	7448 MILLINGTON AVENUE	144 PAMPTON CA 94533	20	10,000.00
EDWARD J. BROWN	ROUTE 1 BOX 230	CLIFTON WA 98011	20	20,000.00
EDWARD J. BROWN	143 E WILSON STREET	NEW YORK NY 10019	20	10,000.00
EDWARD J. BROWN	4040 STRATFORD CIRCLE APT 14	SPRINGFIELD IL 62703	20	10,000.00
EDWARD J. BROWN	4741 DENALI STREET APT 1	SPRINGFIELD IL 62703	10	5,000.00

TOTAL TOTAL 4,414 3,357,000.00

SCHEDULE A

Part IV

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E.F. HUTTON

0002

ARBY'S LEASE PARTNER 1981

(A DELAWARE LIMITED PARTNERSHIP)

DETAIL LISTING OF PARTNERS ADMITTED

11/13/01

DATE 12/27/91

EFFECTIVE AS OF 1/01/92

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
00792	HALE STATE TRUSTEE	1242 PEARL ST 1PO BOX 2271	BUILDOR CO 90302	175	87,000.00
00993	HARLAN G BRANNAN	WEST 101 FAIRVIEW	COLFAX WA 99111	100	50,000.00
00994	MARGARET W DUFFIE	41787 CHILTERN DRIVE	FREMONT CA 94538	37	15,077.00
01795	MELVIN F BUCK	TRAILER CITY	WINTER GARDEN FL 32787	20	10,000.00
00796	JOSEPH J MILLER, TRUSTEE	223 DOVER STREET	LUS GATOS CA 95030	20	10,000.00
00797	DANIEL G SMITH	3926 MEADOWBROOK CIRCLE	PITTSBURG CA 94565	11	5,500.00
00798	MARY JANE HIGHT	C/O WILLIAM SCOTT BONOS	NEW YORK NY 10016	10	5,000.00
00999	THOMAS K MEIER	P O BOX 523	CASILETON VT 05735	10	5,000.00
01000	JAMES E WALTERS, MD	217 BERRY DRIVE	MADEIRA CA 93637	10	5,000.00
01001	W. KING GRAHAM JR	P O BOX 3421	TEQUESTA FL 33458	10	5,000.00
01002	ELIZABETH A SMITH	3400 S ICEMAY BLVD	PALM BEACH FL 33480	10	5,000.00
01003	ELIZABETH M KING	P O BOX 3421	TEQUESTA FL 33458	10	5,000.00
01004	ROBERT C MARGARET ANDERSON	7797 SPENCER HE	ALBUQUERQUE NM 87109	10	5,000.00
01005	MARGARET G STRUCK	373 OGLETHORPE CIRCLE	SEA ISLAND GA 31561	40	20,000.00
01006	JEAN GARCEAU	3033 GOLDEN RAIN RD NO	WALNUT CREEK CA 94599	30	15,000.00
01007	GERALD BRIDGES TRUSTEE	P O BOX 6008	COLUMBIA SPRINGS CO 80934	20	10,000.00
01008	PETSKIN WEDD SIGN CO	3991 SIMON ROAD	YOUNG STOWN OH 44512	10	5,000.00
01009	CLYDE W CHAMBERS	308 GREEN ACRES DRIVE	COVINGTON IN 47022	12	5,000.00
01010	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00
01011	GRAND ENGINEERING INC	9054 GRAND AVENUE SOUTH	MINNEAPOLIS MN 55420	45	22,500.00
01012	EVERETT E SMITH	13538 PASEO TERRANO	SALINAS CA 93905	20	10,000.00
01013	THOMAS D MIMMO	10230 ECHO RIDGE	DALLAS TX 75243	20	10,000.00
01014	ANGELO STAMBOULAS	762430 WEST MARKET STREET	AKRON OH 44313	10	5,000.00
01015	RAY AREA BK C TRUST	P O BOX A	WEBSTER MA 01581	10	5,000.00
01016	JOHN C MARGUERITE STILLER	1139 E DOHINGER ST SUITE 1	CARSON CA 90746	40	20,000.00
01017	ROBERT D ATKINSON	16300 GREENWOOD LANE	MUNTE SERENO CA 95030	40	20,000.00
01018	PHYLLIS C BARTON	1620 PDS ST	ORLANDO FL 32806	20	10,000.00
01019	PAULINE MUSACK	P O BOX 131 VALE STREET	SALER NY 12865	20	10,000.00
01020	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19899	15	7,500.00
01021	DOROTHY A JEFFERSON	16843 E JEFFERSON AVENUE	GROSSE POINTE MI 48230	10	5,000.00
01022	RICHARD E BARBARA SWEET	SPRING AVENUE	NEWYORK NY 12852	10	5,000.00
01023	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
01024	JUDITH A ZSOLNOS, TRUSTEE	10 PROSPECT STREET	ST ALBANS VT 05472	10	5,000.00
01025	JUDITH A ZSOLNOS, TRUSTEE	10 PROSPECT STREET	ST ALBANS VT 05472	10	5,000.00
01026	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19899	1	1,500.00
01027	BERNARD S SHERWIN	19324 WINSLOW ROAD	SHAKER HEIGHTS OH 44122	20	10,000.00
01028	EVELYN J WELLS	6788 SERECA ROAD	HAYFIELD OH 44143	20	10,000.00
01029	JEFF C MARY L WILLIAMS	908 N W 11TH STREET	ORKECHODDEE FL 33472	80	40,000.00
01030	SARAH E GLASSER	11611 CHEHAULT ST #204	LUS ANGELES CA 90047	10	5,000.00
01031	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01032	EDWIN P QUESHMAN	11482 ANNA LISA	STERLING HEIGHTS MI 48017	10	5,000.00
01033	WAINO W YAMMISTO	P O BOX 43	KALEVA MI 49645	30	15,000.00
01034	PHILLIP J KILINSKI	2501 N 20TH AVENUE	WAUSAU WI 54981	50	25,000.00
01035	EVELYN E PERINA	23 WILSON AVENUE	SOUTH GLENS FALLS NY 12801	11	5,500.00
01036	RITA GONZALES	1694 CANAYELLE DRIVE	NIAGARA FALLS NY 14305	20	10,000.00
01037	SEYMOUR BLINDER	3 FRED PLACE	EDISON NJ 08817	20	10,000.00
01038	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	15	7,500.00
01039	JOHN JULIAN SCOTT	26 PROSPECT AVENUE	GARDEN CITY NY 11530	150	75,000.00

RUN 12/29/81

DETAIL LISTING OF PARTNERS ADMITTED

FFLS10

EFFECTIVE AS OF 1/01/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01043	IRVING W WISWALL DVM PA	P O BOX 6165	POMPANO BEACH FL 33060	50	25,000.00
01041	ELEANOR E WATTS	225 SE 28TH AVENUE	POMPANO BEACH FL 33062	36	18,000.00
01042	IRVING W WISWALL DVM PA	P O BOX 6165	POMPANO BEACH FL 33060	35	17,500.00
01043	CLORIA STEHN	275 CENTRAL PARK WEST APT 14A	NEW YORK NY 10024	30	15,000.00
01044	CECILE S MISHKIND	27500 CEDAR ROAD #200	BEACHWOOD OHIO 44122	20	10,000.00
01046	LARRY BROWN	630 RAY DRIVE	CARNEGIE PA 15106	20	10,000.00
01047	STATE ST BK C TRUST	P O BOX 5003	BOSTON MA 02017	20	10,000.00
01049	BEATRICE RUBIN	2745 RESERVOIR AVENUE	BRONX NY 10468	10	5,000.00
01049	HARRY W WILLIAMSON	P O BOX 237	CHILMARK VT 05643	10	5,000.00
01050	WILFIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01051	JONATHAN SPICER	1688 THATCH PALM DRIVE	BOCA RATON FL 33432	20	10,000.00
01052	ROBERT A FREEBORN	8006 47TH ST. WEST	TACOMA WA 98466	10	5,000.00
01053	WALTER E BURRELL	5224 CHATEAU AVENUE	EL PASO TX 79924	50	25,000.00
01054	IRVING W WISWALL	P O BOX 6165	POMPANO BEACH FL 33060	50	25,000.00
01055	SUSAN B WALTZMAN	67 WEST 9TH STREET	NEW YORK CITY NY 10011	12	6,000.00
01056	ALFRED BAKER	5509 MINUTE MAN COURT	ORLANDO FL 32809	10	5,000.00
01057	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01059	JUNE H SULLIVAN	1903 ROBINSON DRIVE NORTH	ST PETERSBURG FL 33710	50	25,000.00
01059	WILLIAM J UNIVENSON	2209 S HOMAN TOWN ROAD	CARLETON IN 46142	10	5,000.00
01060	FREDERICK L HENLEY	12111 SE 46TH COURT	RELLEVOE WA 98006	10	5,000.00
01061	DANIEL T ANDE	6220 EASTKNOLL BLDG 11	FLINT MI 48907	10	5,000.00
01062	LESTER L NELSON	1530 WESTVIEW DRIVE N.E.	WARREN OH 44483	10	5,000.00
01063	ALBERT J MUEGLER	5592 ERICSON LANE	WILLOUGHBY OH 44094	20	10,000.00
01064	ALEX H MUNRO	11856 PLUMRIDGE 167	HIRAH OH 44234	20	10,000.00
01065	H DEAN E MARTHA H MJOES	280 NORTH BURNETT STREET	BRIDGEMOOR PA 15025	50	25,000.00
01066	RAYMOND F ROBINSON	BOX 202	NORTH CREEK NY 12853	20	10,000.00
01067	JAMES E EDNA RYAN	201 CALLE GRANADA	SANTA BARBARA CA 93103	20	10,000.00
01068	BARBARA A NIEMANN	1830 WASHINGTON ST	ANN ARBOR MI 48106	10	5,000.00
01069	JOHN B HERRLING	4510 LARADO PLACE	ORLANDO FL 32806	60	30,000.00
01070	GRAHAM W KING JR FAMILY TRUST	P O BOX 3421	TEQUESTA FL 33458	10	5,000.00
01071	GENEVA A HAYES	P O BOX 258	ENDSBURG FALLS VT 05450	100	50,000.00
01072	ROSANNA C PARKER	4057 MORRIS HILL ROAD	FLINT MI 48907	50	25,000.00
01073	RICHMOND PRODUCTS	1631 HILLCREST AVENUE	CLENDALE CA 91207	40	20,000.00
01074	OSCAR J STUMPF	1443 BRANDE ROAD	MILLAND FL 32751	20	10,000.00
01075	PETER E PARKER	RFD 3 BOX 149	JOHNSBURG NY 12843	20	10,000.00
01076	F MARIE BRISNEMAN	5500 VALLEJO STREET	DENVER CO 80221	16	8,000.00
01077	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	10	5,000.00
01078	ELENA L RAPP	5199 MAYVIEW ROAD	LYNDHURST OH 44124	10	5,000.00
01079	STOYL M FREEMING	700 A MIDWAY DRIVE	OCALA FL 32672	10	5,000.00
01080	FRANK E PEARL BALGUTHIN	8250 NE 3 COURT	MIAMI FL 33139	10	5,000.00
01081	DANIEL P DIGGINS	33635 26TH COURT SW	FEDERAL WAY WA 98003	10	5,000.00
01082	JACK M STUFFLEBEAM	UNION MILLS ROAD	MOUNT LAUREL NJ 08054	10	5,000.00
01083	MYRA B STONE	756 BEARLEY STREET	BOCA RATON FL 33431	10	5,000.00
01084	DR GERMAN ESCANO	500 E ROLLINS STREET	ORLANDO FL 32803	10	5,000.00
01085	DR GERMAN ESCANO	500 E ROLLINS STREET	ORLANDO FL 32803	10	5,000.00
01086	PAUL A CRAFTON	10422 LONDONMERE COURT	CINCINNATI OH 45242	10	5,000.00
01087	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	1,500.00
01089	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00

FUM 12/27/91

DETAIL LISTING OF PARTNERS ADMITTED

REC 310

EFFECTIVE AS OF 1/07/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01099	FRANK C & ANN C RUDA	P O BOX 452	WADDINGTON NY 13694	30	15,000.00
01099	CHARLES A MURRILL	12 OAKWOOD LANE	CLOVER SC 29710	15	7,500.00
01091	MARGARET E SCHAFER	711 MARLBORO ROAD	GLEN BURNIE MD 21061	12	5,000.00
01092	MARINE A RHECHT	P O BOX 244	WEST BEND IA 50591	40	20,000.00
01093	HELEN A CONISKEY	17 W 122 ARDMORE	BENSENVILLE IL 10600	20	10,000.00
01094	WILLIAM P PRIESTLEY	341 SE 3RD COURT	POMPANO BEACH FL 06000	20	10,000.00
01095	MISS GEORGIA HEDEN	174 EAST 62ND STREET 13C	NEW YORK NY 10210	100	50,000.00
01096	ELAINE G HAMMOND	33 EASTWIND LAKE	MAITLAND FL 32100	100	50,000.00
01097	GUARANTEE E TRUST CO	P O BOX 0763	WILMINGTON DE 07700	44	22,000.00
01098	GEORGE D HERTHER	1460 GROVE CIRCLE	ZELLWOOD FL 32700	30	15,000.00
01099	BENNIC HERMAN	1460 GROVE CIRCLE	ZELLWOOD FL 32700	30	15,000.00
01100	BETTY JO KELLEY	17320 SW LAKEHAVEN DRIVE	LAKE OSWEGO OR 97030	30	15,000.00
01101	EDITH O SHOU	613 NE 4TH COURT	POMPANO BEACH FL 06400	30	15,000.00
01102	RICHARD W SAGE	STAR ROUTE RIDGE ROAD	GLENS FALLS NY 12030	30	15,000.00
01103	ELECTROMECHANICAL SYSTEMS INC	P O BOX 11730	ALBUQUERQUE NM 87200	20	10,000.00
01104	EDSON A SHOU	613 NE 4TH COURT	POMPANO BEACH FL 06400	20	10,000.00
01105	PETER H JUENGST	2517 LAKE DRIVE	LOVELAND CO 53700	20	10,000.00
01106	JOHANN GUSSELIN	250 DELAWARE STREET	IRONTON OH 43900	16	8,000.00
01107	HEMILETTA RAMLAN	7884 NW 18TH STREET	MARGATE FL 06300	15	7,500.00
01108	HANS R RIEDEL	924 PERKIOHON AVENUE	LANSDALE PA 44600	12	6,000.00
01109	GUARANTEE E TRUST CO	P O BOX 1963	WILMINGTON DE 07700	10	5,000.00
01110	JUNE RANNEY	2801 REDWOOD PLACE	ANCHORAGE AK 99500	10	5,000.00
01111	MILLIE A SHIPLEY	5115 RUCKER AVENUE	EVERETT WA 20300	10	5,000.00
01112	CONALD R RINDT	1945 CHARLOTTE	WICHITA KS 20000	10	5,000.00
01113	PETER D & ANNA L DAVOL	2636 DEVONSHIRE	AVON ARBOR MI 10400	10	5,000.00
01114	GUARANTEE E TRUST CO	P O BOX 0963	WILMINGTON DE 07700	4	2,000.00
01115	WILLIAM F HARRIS 181	1310 KEARNEY	LARAMIE WY 07000	50	25,000.00
01116	GERALD J HARRAS, TRUSTEE	P O BOX 3243	FORT ARTHUR TX 64000	40	20,000.00
01117	PLYMOUTH HOME BANK	P O BOX 1507	BRACKTON MA 40300	100	50,000.00
01118	SHAMON S GOLDBERGER	4714 W CALUMET ROAD	BROWN DEER WI 22300	40	20,000.00
01119	RICHARD J HARAD	10860 VALLEY VIEW	NORTHFIELD OH 06700	10	5,000.00
01120	JOHN MILLER	2801 HARRISON AVENUE	ORLANDO FL 06400	20	10,000.00
01121	HERRERT F LINDENMAN	302 LAS MARIAS DRIVE	RIO RANCHO NM 12400	10	5,000.00
01122	RICHARD L REINER	P O BOX 185	MACRETTSTOWN NJ 06000	10	5,000.00
01123	MARY K SIMMONS	5616 BIRDERS CIRCLE	ORLANDO FL 06000	20	10,000.00
01124	MARY F HAGER	103 LYNN KNOLLS	SCOTT DEPOT WY 56000	30	15,000.00
01125	GEORGE M LAWRENCE	4755 HEKIMLEY DRIVE	BOULDER CO 30300	20	10,000.00
01126	VINCENT C REGINA REIS	RD 1 - 8 NORTH WOOD DRIVE	LAKE GEORGE NY 06500	14	7,000.00
01127	ROBERT B MCKENZIE	RD 1 BOX 209	PURTER CANNERS NY 05900	14	7,000.00
01128	SHIRLEY A FARRIST	3905 VOSEHIFE DRIVE	GREELEY CO 63100	10	5,000.00
01129	DARYL E KNOBLOCK	1813 SEMINOLE DRIVE	FORT COLLINS CO 52500	10	5,000.00
01130	JOSEPHINE L ROOP	6445 S ARAPAHO WAY	LITTLETON CO 12000	20	10,000.00
01131	RAYMOND B REPPER JR	452 WENTZ STREET	HUNTINGTON WV 20500	20	10,000.00
01132	BETTY V CLAYVILLE	13507 TOSCA LANE	HOUSTON TX 07900	10	5,000.00
01133	ANDREW S PERALSKI	15002 HAZEL RIDGE	DETROIT MI 20500	10	5,000.00
01134	GUARANTEE E TRUST CO	P O BOX 0963	WILMINGTON DE 07700	5	2,500.00
01135	LUCENA HUBBELL	38 RIDGE AVENUE	WARRENSBURG NY 09500	100	50,000.00
01136	ANNA MARTIN	ROBERTS GARDENS	GLENS FALLS NY 00100	60	30,000.00

JUN 12/27/81

DETAIL LISTING OF PARTNERS ADMITTED

11/11/81

EFFECTIVE AS OF 1/01/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01137	ROSE J ELLIOTT	19555 CEDAR RUN	TRAVERSE CITY MI 68400	50	25,000.00
01138	VICTOR E SUSAN VALATIS	14 BIRCHTREE LANE	BAILLSTON SPA NY 02001	20	10,000.00
01139	DEMMIS F ESCIMAN	506 PALACE COURT	SCHAUMBURG IL 19401	20	10,000.00
01140	HANNAH S GREEN	4660 OCEAN BLVD APT J-2	SANASOTA FL 58100	20	10,000.00
01141	EUNICE STARK	547 MERRITT AVENUE	OAKLAND CA 61000	20	10,000.00
01142	DONALD H HILL	RFD 1 FRENCH HILL	ST ALBANS VT 67800	20	10,000.00
01143	MICHAEL M EDELL	14300 LEARNING PINE DRIVE	MIAMI LAKES FL 01400	20	10,000.00
01144	CHARLES F HOFFMAN	210 N PINE STREET	MT PROSPECT IL 05600	10	5,000.00
01145	LYNN UNGER	195 S MIDDLE WICK ROAD	GREAT NECK NY 02100	10	5,000.00
01146	JIMIN W SORRELLE JR	500 29TH STREET	ORLANDO FL 80500	100	50,000.00
01147	CHESTER D HILES	1410 N SHARPLESS ST	LA HABRA CA 63100	60	30,000.00
01148	EVELYN E GERDES	2833 PTANNIGAN RD	WALNUT CREEK CA 59500	20	25,000.00
01149	NICHOLAS E MONNE	1955 NE ALDE CALLE	JENSEN BEACH FL 45700	40	20,000.00
01150	RAYMOND C COALTER	2415 CENTRAL HW	ALBUQUERQUE NM 10400	40	20,000.00
01151	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	29	14,500.00
01152	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	20	10,000.00
01153	ROBERT H PORTER	304 LANSELOT DRIVE	FAIRFIELD CT 43000	20	10,000.00
01154	EUGENE H CONNOR	2461 CANADIAN WAY APT #45	CLEARWATER FL 51500	20	10,000.00
01155	GREGORY P SAMANO	2830 CASA ALORA WAY	WINTER PARK FL 72200	14	7,000.00
01156	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 79000	10	5,000.00
01157	DONALD K CARLSON	3012 DEER PARK DRIVE	WALNUT CREEK CA 59800	10	5,000.00
01158	JOHN S KUSIV	110 CEDAR POINT LANE	LONGWOOD FL 75000	10	5,000.00
01159	JOHN P HUGHES	1129 CINCINNILL	LYNHURST OH 12400	10	5,000.00
01160	STATE ST BK E TRUST	P O BOX 5003	BOSTON MA 10700	20	10,000.00
01161	FRANK J HANAHAN	6245 SHOREHEIGHTS COURT	EL PASO TX 91200	84	42,000.00
01162	ROBERT E RUCK	1520 STAFFORD LANE	SANASOTA FL 58200	40	20,000.00
01163	RAY AREA BK E TRUST	P O BOX A	NEBSTER TX 57800	10	5,000.00
01164	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	8	4,000.00
01165	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	4	2,000.00
01166	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	4	2,000.00
01167	HAROLD F HAMIT	1304 PROVIDENCE ROAD	CHARLOTTE NC 28100	30	15,000.00
01168	CATHERINE HANCUSO	165 SANDALWOOD WAY	LONGWOOD FL 75000	100	50,000.00
01169	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	11	5,500.00
01170	EILEEN J LUNDBERG	1 WISNIA COURT	REDFORD NJ 05500	10	5,000.00
01171	JOHN H MONROE	2731 DUMBAR AVENUE	FORT COLLINS CO 52600	10	5,000.00
01172	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 79000	10	5,000.00
01173	VICTOR FARRAN JR	1401 LARE CLAIKE CT	MIAMI LAKES FL 01400	20	10,000.00
01174	JANE W TEFIT	31 PROSPECT	GREENWICH NY 03400	16	8,000.00
01175	ROBERT H WATSON	8511 BUNDETTE ROAD	BETHESDA MD 01700	12	6,500.00
01176	ARNOLD E SMITH	10060 CANSEVORTH ROAD	FORT EDWARD NY 02800	10	5,000.00
01177	STEPHEN G HICKMAN	5300 EUBANK NE APT 14-1	ALBUQUERQUE NM 11100	10	5,000.00
01178	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89700	20	25,000.00
01179	SAMUEL L BARNETT	6244 DUNHELLY	SACRAMENTO CA 82400	40	20,000.00
01180	LUCILLE S DAVIS	15209 BIRCH DRIVE	RENTON WA 03500	36	18,000.00
01181	JOHN S MAYHEW	ROUTE 0 7060	TUCSON AZ 73000	31	15,500.00
01182	CLARENCE E BALLARD	514 NE 47TH STREET	POMPANO BEACH FL 06400	30	15,000.00
01183	BETTY M TURNER	590 ONEUNTA	SHREVEPORT LA 10600	21	10,500.00
01184	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 79000	20	10,000.00

RUN 12/29/91

DETAIL LISTING OF PARTNERS ADMITTED

FIC310

EFFECTIVE AS OF 1/01/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01186	FRANK R CRIPPE	RD #1 BOX 298	CUMINGIA NY 82200	20	10,000.00
01187	ROGER S JUSSELYN, TRUSTEE	701 WILLOWHIRE LANE	AMBLER PA 00200	20	10,000.00
01188	EMMA D NICHOLSON	339 RAINBOW CIRCLE	EL PASO TX 71200	20	10,000.00
01189	PAUL J MONTGOMERY	ONE MILES GRANT ROAD APT E 106	STUART FL 47400	20	10,000.00
01190	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 77000	14	7,000.00
01192	LETHA E DENT	ROUTE 1 BOX 410 A	HEWITT NY 10800	10	5,000.00
01193	JAMES G HEALY	2582 SE ITALY STREET	PORT ST LUCIE FL 45200	10	5,000.00
01194	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 89900	10	5,000.00
01195	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19900	3	1,500.00
01196	ETHEL A HENDERSON	P O BOX 38	JOHNS ISLAND SC 45500	70	35,000.00
01197	LAWA S MASSIE	108 IRVING ROAD	LEXINGTON KY 50200	50	25,000.00
01198	JO ANN DICKEY	5700 PEBBLE BEACH	EL PASO TX 71200	10	5,000.00
01199	GEORGE D HAYES	RD #1	SCHENECTADY NY 15400	10	5,000.00
01200	CONNA SMITH	220 KAWANA LANE	PALM BEACH FL 48000	10	5,000.00
01201	DALE A HAMMOND	BOX 897	SCHUYLERVILLE NY 47100	10	5,000.00
01202	SEYMOUR J WASSON	3216 MESA VERDE	EL PASO TX 70400	20	10,000.00
01203	ESTELLE GRECO	150 WEST END AVENUE	NEW YORK NY 02300	10	5,000.00
01204	ETTA RUTH WEIGL	534 HAINMONT DRIVE	WEBSTER NY 53020	10	5,000.00
01205	LOUISE M LEPPERT	RD #1 BOX 531	HUDSON FALLS NY 83700	10	5,000.00
01206	JOHN M LEPPERT	RD #1 BOX 531	HUDSON FALLS NY 53700	10	5,000.00
01207	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 17700	5	2,500.00
01208	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 87900	3	1,500.00
01209	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 89900	3	1,500.00
01210	LEON LANGER	4307 ACACIA CIRCLE	CUCUMBER CREEK FL 06600	20	10,000.00
01211	GEORGE E MADEA	8704 CATALPA	EL PASO TX 92500	23	11,500.00
01212	DONALD M HUBBARD	26 FARMER STREET	CANTON NY 61700	20	10,000.00
01213	WILLARD L MC DANIEL	10668 QUEZADA	EL PASO TX 93500	20	10,000.00
01214	ANTOINETTE F TAYLOR	102 CHENDREE AVENUE	ESSEX JUNCTION VT 45200	10	5,000.00
01215	MARK E KAISER	51 1/2 PIERREPONT AVENUE	POSDAM NY 61600	10	5,000.00
01216	STUART MAGY	17230 CATALPA	SOUTHFIELD MI 07600	10	5,000.00
01217	MARILYN R DUNDUE	4507-A LAMDALE DRIVE	GREENSBORO NC 40500	10	5,000.00
01218	ANDREW L CHERYLL FLOTCHIN	420 EDDIE DRIVE	NORTH PALM BEACH FL 40800	10	5,000.00
01219	FOGGA R JOHNSON	1300 40TH AVENUE NE	ST PETERSBURG FL 70300	50	20,000.00
01220	EDWARD F CLARK	7220 NW 11TH COURT	PLANTATION FL 31300	20	10,000.00
01221	ROBERT L KIEFFER	15006 HANNING	DETROIT MI 20500	20	10,000.00
01222	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 77000	20	10,000.00
01223	GERALD P NELSON	2009 SOUTH SHORE ROAD	OCEAN VIEW NJ 23000	10	5,000.00
01224	EDMUND B MOSES, JR	ROUTE 2 BOX 489-C	ORLANDO FL 81000	10	5,000.00
01225	ROSE T ALLENSTADT	3430 GALT OCEAN DRIVE	FT LAUDERDALE FL 30900	10	5,000.00
01226	STYNNER MALE	3001 SOUTH COURSE DRIVE	PANAMA BEACH FL 06000	20	10,000.00
01227	DANIEL L ROSINSKI	66 WILLIAM STREET	PHILIPS NY 53200	12	6,000.00
01228	MARIE COLEMAN	931 NE 116TH STREET	DISCAYNE PARK FL 16100	12	6,000.00
01229	MARCUS C MARY F WATTERS	36 EAST OAK STREET	ARPHRA FL 70300	10	5,000.00
01230	RETIREMENTS ACCTS	P O BOX 3017	WINTER PARK FL 78000	10	5,000.00
01231	WILLIS E MARGARET OUTRA-SILVER	2105 APPLEWOOD DRIVE	LAKENWOOD CO 21350	10	5,000.00
01232	HUMPHREY A SMITH	5620 183RD STREET SW	LYNNWOOD WA 03600	10	5,000.00
01233	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 77000	3	1,500.00
01234	DIANE C WILLIAMS	332 CENTER STREET	CUMINGIA NY 82200	30	15,000.00

E.F. HUTTON

0002

ABBY'S LEASE PARTNER 1981

(A DELAWARE LIMITED PARTNERSHIP)

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*UN 12/29/81

DETAIL LISTING OF PARTNERS ADMITTED

FIC310

EFFECTIVE AS OF 1/01/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01240	ARNOLD E CURRAINE YOLE	808 387, GOODMAN ROAD	FORT MYR	20	10,000.00
01241	HAZEL DACKS	460 EAST DRIVE	NORTH MIAMI BEACH FL	10	5,000.00
01243	GLENN E ANNE LENKE	C/O ADIRONDACK MOUNTAIN SCHOOL	LONG LAKE NY	10	5,000.00
01244	FRANCIS W BUETTER	1965 GULF OF MEXICO DRIVE	LONGBOAT KEY FL	30	15,000.00
01245	EDWIN HANHIEHNER	9361 NW 39TH COURT	SUNRISE FL	20	10,000.00
01246	C L NORTH	5000 ALABAMA APT 33	EL PASO TX	20	10,000.00
01247	GLADYS E SJOSTROM	818 5TH STREET SW	VALLEY CITY ND	10	5,000.00
01248	JOHN B HAUFFMANN	663 79TH STREET	NIAGARA FALLS NY	20	10,000.00
01249	G P BLACKMER & SONS INC	28 CLINTON STREET	SARATOGA SPA NY	10	5,000.00
01250	DUSTIN C CHAPMAN	6021 RIDGEBURY BLVD	CLEVELAND OH	10	5,000.00
01251	STANLEY E TUNNELL	P O BOX 51	MATTHEWS NC	10	5,000.00
01252	JACK D CAPEHART	5562 OVERBROOKE ROAD	KETTERING OH	10	5,000.00

252 ITEM COUNT

FINAL TOTAL 5,969 2,984,500.00

6069 3,034,500

E.F. HUTTON

0002

ANDY'S LEASE PARTNER 1901

(A DELAWARE LIMITED PARTNERSHIP)

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RUN 12/29/91

DETAIL LISTING OF PARTNERS ADMITTED

FFC315

EFFECTIVE AS OF 1/07/92

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01055	ROBERT J PETRIE	30 FURNESS HILL DRIVE	CHERRY HILLS NJ 08003	20	10,000.00
01101	ALBERT SCHRAHM	186 ATCO AVENUE	ATCO NJ 08040	34	17,000.00
01191	ROBERT C GILMOUR	101 SPRINGDALE ROAD	CHERRY HILL NJ 08030	10	5,000.00
01225	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89900	8	4,000.00
01226	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89900	6	3,000.00
01227	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89900	4	2,000.00
01236	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89900	3	1,500.00
01237	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 89900	3	1,500.00
01242	GERHARD MUELLER	10 HAE DRIVE	TRENTON NJ 62000	10	5,000.00

9 ITEM COUNT

FINAL TOTAL 107 50,000.00

E.F. HUTTON

0002

ARBY'S LEASE PARTNER 1981

(A DELAWARE LIMITED PARTNERSHIP)

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RUN 4/05/82

DETAIL LISTING OF PARTNERS ADMITTED

FFC315

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01209	FORREST PATTERSON	234 BELAIRE DRIVE	MT LAUREL NJ 08054	30	15,000.00
01423	SALVATORE ZULLA	922 LAWRENCEVILLE ROAD	LAWRENCEVILLE NJ 08648	4	2,000.00
01436	DONALD P BURCH	41 SUMMIT AVENUE	CEDAR GROVE NJ 07009	10	5,000.00
01563	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
4 ITEM COUNT				FINAL TOTAL 47	23,500.00

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01253	STEVEN SEGEL	6501 WINFIELD BLVD	MARGATE FL 33063	30	15,000.00
01254	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	24	12,000.00
01255	DUNCANNON DRESS CO	BOX 69 HIGH STREET	DUNCANNON PA 17020	20	10,000.00
01256	GEORGE W E RUTH E NEUHARD	7211 CARDINAL ROAD	FAIR OAKS CA 95620	10	5,000.00
01257	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
01258	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01259	DONALD G HAMPTON	1375 N E DIXIE HIGHWAY	JENSEN BEACH FL 33457	40	20,000.00
01260	MARJORIE INGRAM	179 SPRING STREET	SARATOGA SPRINGS NY 12066	30	15,000.00
01261	CHANDRA VARIA MD PC	ROUTE 80	MARTIN KY 71644	24	10,000.00
01262	ANNADALLE PRATT	615 WILLOW STREET NW	ALAMEDA CA 94501	20	10,000.00
01263	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	17	8,500.00
01264	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	12	6,000.00
01265	MICHAEL W SCHMIDT	312 DENVER STREET	RAPID CITY SD 57701	10	5,000.00
01266	PAMELA K PUTNAM	112 NORTH CHICAGO	HOT SPRINGS SD 57747	10	5,000.00
01267	SHIELLA M STEWART	1402 PIZARRO STREET	CORAL GABLES FL 33134	10	5,000.00
01268-01	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01269	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
01270	MARY E TURNER	101 NORTH LAKESIDE DRIVE #5	LAKE WORTH FL 33460	60	30,000.00
01271	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	30	15,000.00
01272	ROSEMARY J HAUSE	27325 COLLINGWOOD	SOUTHFIELD MI 48034	10	5,000.00
01273	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01274	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01275	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01276	JOSEPH TEAHAN	R D #2	GANSEVOORT NY 12031	10	5,000.00
01277	JOAN K LAMPIERE	5212 FALMOUTH ROAD	BETHESDA MD 20816	200	100,000.00
01278	FRANCES M PEART	155 PROSPECT STREET	TIFFIN OH 44883	10	5,000.00
01279	DENISE I GANZI	420 OLD ALBANY POST ROAD	CROTON NY 10520	10	5,000.00
01280	BEATRICE E PIERCE	1498 SAUNDERS	WOOSTER OH 44691	40	20,000.00
01281	ALVIN C RAMSEYER	4218 AKRON ROAD	SMITHVILLE OH 44677	40	20,000.00
01282	MARIAN L CHARLES BRACKETT	55 JUDSON STREET	CANTON OH 43617	10	5,000.00
01283	SNIDER-HAYES-HURO	6300 E EVANS	DENVER CO 80222	10	5,000.00
01284	CHARLES E POPE	6057 DEERFIELD STREET	DAYTON OH 45414	10	5,000.00
01285	JAMES B MC CULLOUGH	3485 U S HIGHWAY 19 N STE M	CLEARWATER FL 33515	70	35,000.00
01286	HEVIA CAMPI	117 CAMP STREET	BARRÉ VT 05641	30	15,000.00
01287	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	20	10,000.00
01288	DAVID KAMINSKY	6100 FALLS CRICLE DRIVE SOUTH	LAUDERHILL FL 33319	20	10,000.00
01290	E MAXINE HOUGHTON	4280 E IOWA AVENUE #603	DENVER CO 80222	20	10,000.00
01291	MECHANICAL DESIGN	1410 VANCE STREET STE 107	LAKEWOOD CO 80215	10	5,000.00
01292	J STEELE ALPHIN	2300 GREENWAY AVENUE	CHARLOTTE NC 28204	10	5,000.00
01293	HARRIET SHAPIRO	144-20 29TH AVENUE	FLUSHING NY 11354	20	10,000.00
01294	ARIA W AULT	8005 HICKORY STREET	NEW ORLEANS LA 70118	10	5,000.00
01295	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01296	CLIFFORD R HARNES	701 EAGLENOOK WAY	OSPREY FL 33559	30	15,000.00
01297	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	11	5,500.00
01298	RICHARD D SCHRAMM	509 BUCKINGHAM DRIVE	MARTIN IN 46952	40	20,000.00
01299	MARTIN MEISNER	13603 MANNING	DETROIT MI 48205	10	5,000.00
01300	MITSURU KOSHIIYAMA	1763 RIDGE TREE WAY	SAN JOSE CA 95131	10	5,000.00
01301	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01302	LOIS S McVEY, TRUSTEE	9125 COPPER NE	ALBUQUERQUE NH 87123	40	20,000.00
01303	JOHN B PHILLIPS	254 B POINSETTIA DRIVE	LEESBURG FL 32748	26	13,000.00
01304	RICHARD H HAGN	2730 SE 7TH DRIVE	POMPANO BEACH FL 33062	20	10,000.00
01305	ALBERTA R TERRY	517 AVONDALE AVENUE	ROCKY MOUNT NC 27801	20	10,000.00
01306	DONALD C MCKAMIAN	8101 E DARTMOUTH AVENUE #2	DENVER CO 80231	10	5,000.00
01307	HELLIE SNYDER	1223 S BRYAN	AMARILLO TX 79106	10	5,000.00
01308	CLARA S DILLMAN	STAR ROUTE 3	PANAMA TX 79065	10	5,000.00
01309	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	9	4,500.00
01310	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	9	2,500.00
01311	SARA I WALKER	308 BAMBOO ROAD	PALM BEACH SHORES FL 33404	10	5,000.00
01312	ELSIE P CRESSER	307 BAMBOO ROAD	PALM BEACH FL 33480	10	5,000.00
01313	JOHN TUSZEL, TRUSTEE	4124 BLANCEE ROAD	CORNWELLS HEIGHTS PA 19020	30	15,000.00
01314	WILLIAM J GLADWIN	102 CHEROKEE AVENUE	ESSEX JUNCTION VT 05452	25	12,500.00
01315	JOY ANN BUCKLES	605 GIBBON	LARAMIE WY 82070	20	10,000.00
01316	JEAN R HUERTIS	175 SE ST LUCIE BLVD	STUART FL 33494	20	10,000.00
01317	ARTHUR BRUCE JR	7780 SW MAYO	PORTLAND OR 97223	10	5,000.00
01318	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01319	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,400.00
01320	ANNA L STOWERS	170 OAKWOOD DRIVE	HAULIN WV 25523	20	10,000.00
01321	WALTER J WATSON	205 FULLER ROAD	SOUTH ALLENS FALL NY 12801	12	6,000.00
01322	MARGARET S FANJUL	108 N GREENSTAR	PAIDREE FL 33474	10	5,000.00
01323	JANE C DOWLING	5100 BAYVIEW DRIVE APT 302	FT LAUDERDALE FL 33308	10	5,000.00
01324	CASTLE WEST INC	299 FILLMORE	DENVER CO 80206	40	20,000.00
01325	HENRY A VANLOOY SR	ROUTE 2 BOX 219	BELLAIRE MI 49615	30	15,000.00
01326	WOODSON H AUSTIN	P O BOX 65	HENDERSON WV 25106	26	13,000.00
01327	ANNE ALEXANDER	P O BOX 134	UNDERHILL CENTER VT 05940	20	10,000.00
01328	MARGARET HAUENSTEIN	506 LAT BEVERLY ROAD	WOOSTER OH 44691	20	10,000.00
01329	NORMAN W HISTER	1001 47TH AVENUE	GREELEY CO 80631	14	7,000.00
01330	WILLIAM S CAUDELL	2704 BERKELEY FOREST DRIVE	COLUMBIA SC 29209	10	5,000.00
01331	WILLIAM S CAUDELL	2704 BERKELEY FOREST DRIVE	COLUMBIA SC 29209	10	5,000.00
01332	FRANCIS P FISK	ROUTE 9 BOX 973	FRANKLIN NC 28734	10	5,000.00
01333	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00
01334	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01335	THOMAS J GRIMM	1827 SE 15TH STREET	CAPE CORAL FL 33904	50	25,000.00
01336	THOMAS R & ANNE M POOLE	12903 W GALAXY DRIVE	SUN CITY WEST AZ 85375	30	15,000.00
01337	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01338	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01339	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	20	10,000.00
01340	DIANE C WILLIAMS	332 CENTER STREET	CORINTH NY 12822	40	20,000.00
01341	MARJORIE R TRIFON	1214 MAIN STREET	COLUMBIA SC 29201	20	10,000.00
01342	CONNA H HALLSTROM	208 GULL CIRCLE NORTH	DAYTONA BEACH FL 32015	20	10,000.00
01343	LESTER W GRANDIA	1016 W 31ST STREET	LOVELAND CO 80517	18	9,000.00
01344	ROBERT K TANKERSLEY	2538 S DOVER WAY	LAKEWOOD CO 80227	40	20,000.00
01345	SHIRLEY M HELGEN	1438 SE 16TH TERRACE	CAPE CORAL FL 33904	20	10,000.00
01346	DONALD I BENTON	1836 OCTOBRE	EL PASO TX 79935	20	10,000.00
01347	LLOYD F KOHL	919 STAURN AVENUE	SARASOTA FL 33580	10	5,000.00
01348	RUTH KOHL	6181 40TH AVENUE NORTH	ST PETERSBURG FL 33709	59	29,500.00
01349	VICTOR L LELA CROFTCHIK	701A BAY FOREST DRIVE	ORLANDO FL 32809	50	25,000.00

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01350	JOF MARGARET THOMAS	5003 COLUMBINE	EL PASO TX 79912	21	10,500.00
01351	JEANNE A DUNLAP	3105 ALTO ROAD WEST	KOKOMO IN 49602	10	5,000.00
01352	JOHN T RAYNER	2 MILLHOUSE LN	CHERRY HILL NJ 08003	10	5,000.00
01353	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	10	5,000.00
01354	C EVERETT CHASE	7207 SOUTH INGALLS WAY	LITTLETON CO 80123	10	5,000.00
01355	GLENN A GRIDDLE	10167 SE 45TH	MILWAUKIE OR 97222	10	5,000.00
01356	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	8	4,000.00
01357	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	134	67,000.00
01358	ERICKSON SALES INC	8350 MEADOW ROAD STE 104	DALLAS TX 75232	40	20,000.00
01359	HARMISH A GEORGE	P O BOX 296	WHITESBORO NY 58134	30	15,000.00
01360	PHYLLIS H HUTCHINS	776 W RODRIGUEZ	RAYMONDVILLE TX 77785	20	10,000.00
01361	DAN J MC CLESKEY	26414 HOGAN DRIVE	SUN LAKES AZ 19852	20	10,000.00
01362	NORMA B TIOLE	920 MOHAWK ST #236	LEWISTON NY 58148	20	10,000.00
01363	GUARANTEE L TRUST CO	P O BOX 19899	WILMINGTON DE 45198	20	10,000.00
01364	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 45198	11	5,500.00
01365	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 45198	12	6,000.00
01366	LORNAINE A LANDEYEL	1352 GLENDALE CIRCLE E	SARASOTA FL 33335	10	5,000.00
01367	DONALD BERGER	6730 NW 28TH WAY	FT LAUDERDALE FL 33333	10	5,000.00
01368	WILBUR J SPIES	254 HILLTOP DRIVE	DAYTON OH 45454	10	5,000.00
01369	JEAN J EBEL	938 SOUTH TUTTLE	SARASOTA FL 33335	10	5,000.00
01370	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 45198	9	4,500.00
01371	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 33327	6	3,000.00
01372	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 33327	3	1,500.00
01373	THOMAS H TAYLOR	1 ABBEY COURT	GREEN ACRES CITY FL 33463	20	10,000.00
01374	NANCY T GRANT	8420 CHARLES VALLEY CT APT #E	BALTIMORE MD 21204	20	10,000.00
01375	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	8	4,000.00
01376	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01377	MARIAN L BILLINGS	2125 27TH AVE COURT #3	GREELEY CO 80631	100	50,000.00
01378	RICHARD J ANTRAM	1803 CRESCENT DRIVE	ALAMOGORDO NM 88310	20	10,000.00
01379	DOROTHY L BONNER	211 AVALON DRIVE	GREENVILLE NC 27034	10	5,000.00
01380	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01381	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01382	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01383	KUTH H PLYLER	1311 BLAIR STREET APT 9	THOMASVILLE NC 27360	100	50,000.00
01384	HYMAN ROSENBERG	3010 ISLEWOOD DRIVE APT 3010	DEERFIELD BEACH FL 33441	60	30,000.00
01385	FARMERS BANK	P O BOX 8853	WILMINGTON DE 19899	30	15,000.00
01386	PAULINE PARISH	3815 APACHE COURT WEST	BOULDER CO 80303	11	5,500.00
01387	WILLIAM P CLAVERY, TRUSTEE	6337 HARRISON BLVD	CHARLOTTE NC 28211	10	5,000.00
01388	BARBARA J DANIELS	361 S COUNTRY CLUB DRIVE	ATLANTA FL 33462	120	60,000.00
01389	LEE LAROSA JR	4215 GILA AVENUE	SAN DIEGO CA 92117	50	25,000.00
01390	KENNETH R STEFFENSEN	3024 RADCLIFF	BILLINGS MT 59102	50	25,000.00
01391	MRS HATTIE J BEACH	RT 2	GREENACRES WA 99016	40	20,000.00
01392	WILLIAM H SCHAUER JR	970 GERSHWIN DRIVE	LARGO FL 33541	20	10,000.00
01393	FREDY W BAGLEY	3901 71ST LOT 160	BRADENTON FL 33526	14	7,000.00
01394	VIENA ARNDT	1490 OAK PLACE	THURNTON CO 80229	10	5,000.00
01395	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01396	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01397	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01398	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	30	19,000.00
01399	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01400	IRENE HENDREY	925 N LAKESIDE DRIVE	LAKE WORTH FL 33460	20	10,000.00
01401	HERB C SKINNER		HALL MT 59837	100	50,000.00
01402	EDITH M POWELL	1711 BELLEVUE AVENUE D 610	RICHMOND VA 23221	100	50,000.00
01403	GENEVA B CHANDLER	1142 PINEASANT CIRCLE	WINTER SPRINGS FL 32700	60	30,000.00
01404	MOREHOUSE FOODS INC	P O BOX 8626	EMERYVILLE CA 94662	50	25,000.00
01405	WALTER F KAZUK	P O BOX 1761	KISSIMMEE FL 32741	20	10,000.00
01406	ERIC W PETERSON	88 PALM VALLEY DRIVE	DAYTON FL 32765	20	10,000.00
01407	RAYMOND KRAFT	39 N OXALIS DRIVE	ORLANDO FL 32807	20	10,000.00
01408	WILLIAM W SMITH	102 TINDALE CIRCLE	LONGWOOD FL 32750	30	15,000.00
01409	NELSON R EASTON	740 S ALABAMA STREET	INDIANAPOLIS IN 46205	20	10,000.00
01410	JAMES L HEAD	143 SEAFARE LANE	COLUMBIA SC 29210	20	10,000.00
01411	STANLEY J MICHALEWICZ	ROUTE 3 BOX 150	EDGAR WI 54426	10	5,000.00
01412	MARIANNE DANSON	1945 68TH AVENUE SOUTH	ST PETERSBURG FL 33712	10	5,000.00
01413	CARLOS J RUIZ	106 BOSTON AVE SUITE 204	ALTAMONTE SPRINGS FL 32701	10	5,000.00
01414	WALTER F KAZUK	P O BOX 1761	KISSIMMEE FL 32741	10	5,000.00
01415	DAVID E PATRICK CALLED	1740 MASSACHUSETTS AVENUE NW	WASHINGTON DC 20036	10	5,000.00
01416	JACK E PLINNEKE	207 SALUDO	NEW SMYRNA BEACH FL 32069	10	5,000.00
01417	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	8	4,000.00
01418	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00
01419	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00
01420	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01421	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01422	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01424	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	3	1,500.00
01425	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01426	MARIE E BOWMAN	1011 ASHWOOD DRIVE	WOODSTER OH 44691	50	25,000.00
01427	ALLEN F SIMMONS	113 SHADOW MTN VILLAGE	GRAND LAKE CO 80447	20	10,000.00
01428	GERALD WITBERLER	16306 HIGHLAND DRIVE	MARATHON WI 54401	20	10,000.00
01429	JAMES R SHOLKN	545 GATEHOUSE ROAD	YORK PA 17402	20	10,000.00
01430	PHILIP LEVINE	1501 ORANGE STREET	MELBOURNE BEACH FL 32951	16	8,000.00
01431	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	12	6,000.00
01432	GARLAND H PARNISH	6700 150TH AVE LOT 222	CLEARWATER FL 33515	10	5,000.00
01433	MARTHA L MURKAMP	5441 S HICKORY ST	LITTLETON CO 80120	10	5,000.00
01434	PAULINE S BROWN	P O BOX 1306	WINDSOR CO 80550	10	5,000.00
01435	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	10	5,000.00
01437	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01438	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01439	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01440	DANIEL L PLACKO	4412 WOODLAND TRAIL	STURTEVANT WI 53177	20	10,000.00
01441	P HENRY HALL	364 ALPINE AVENUE	CHULA VISTA CA 92010	40	20,000.00
01442	MAGGIE E WINKLER	8095 SW CARMEL COURT	PORTLAND OR 97223	10	5,000.00
01443	ROBERTA L SHOCKEY	13606 E BATES AVENUE APT 410	AURORA CO 80014	30	15,000.00
01444	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01445	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01446	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01447	MELTNY M BUCHHOLDZ	ROUTE 1 DELAND	GRAND CHUTE WA 99133	26	13,000.00

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DETAIL LISTING OF PARTNERS ADMITTED

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01448	SAMUEL W MARSHALL III	209 HAYDON VIEW	SEABROOK TX 77586	20	10,000.00
01449	EDWARD M GRUSS	9500 COLLEGEVIEW ROAD #104	BLOOMINGTON MN 55437	10	5,000.00
01450	EMANUEL E VIVIAN L SCHNEIDER	15902 HAVENHURST DRIVE	HOUSTON TX 77059	10	5,000.00
01451	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01452	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01453	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01454	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01455	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01456	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01457	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01458	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01459	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01460	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01461	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01462	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01463	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01464	GLENN R E AUDREY E NAYS	4747 BUNTING AVENUE	ORLANDO FL 32812	3	1,500.00
01465	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	40	20,000.00
01466	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
01467	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
01468	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01469	JACK R CHIDLEY	3728 ALPINE DRIVE	WINTER PARK FL 32790	5	2,000.00
01470	DELLA HIGHT	900 W 8TH ROOM 408	CASPER WY 82601	70	35,000.00
01471	ELIZABETH MILNER	1750 BEN FRANKLIN DRIVE	GILLETTE WY 82716	60	30,000.00
01472	GUARANTEE E TRUST CO	P O BOX 8963	SARASOTA FL 33577	50	25,000.00
01473	PETER B YOUNG	2001 E CROSS STREET	WILMINGTON DE 19899	4	2,000.00
01474	GUARANTEE E TRUST CO	P O BOX 8963	PENSACOLA FL 32503	20	10,000.00
01475	PETER F GREGORY	1151 N ATLANTIC BLVD 18	WILMINGTON DE 19899	50	20,000.00
01476	WILLIE D HUDSON	8640 KLONDIKE ROAD	FORT LAUDERDALE FL 33304	20	10,000.00
01477	MARY VALBUENA	2227 OVERLOOK DRIVE	PENSACOLA FL 32506	20	10,000.00
01478	GENAID E MARIE PERRY	240 WINDSOR DRIVE	MT DORA FL 32757	20	10,000.00
01479	JAMES E HUDSON	8630 KLONDIKE ROAD	KISSIMMEE FL 32741	20	10,000.00
01480	JAMES M HAYES, SC	901 W JEFFERSON	PENSACOLA FL 32506	20	10,000.00
01481	HILLY E PATTY J LAMB	15530 PENN HILLS LANE	SPRINGFIELD IL 62702	20	10,000.00
01482	GEORGE D GILLESPIE	5610 W LAKE BUTLER ROAD	HOUSTON TX 77062	10	5,000.00
01483	CAROL M JANIELKA	1020 SE 14TH STREET	WINTER GARDEN FL 32787	10	5,000.00
01484	ELEANOR M RATCLIFFE	300 E CHURCH ST APT #1617	DEERFIELD BEACH FL 33441	10	5,000.00
01485	WENDELL E SARAH BIGGERS	P O BOX 627	ORLANDO FL 32789	10	5,000.00
01486	A HARRY E NINA J CONRAD	4302 STACY	ME SILLA PARK NM 86047	10	5,000.00
01487	RETIREMENT ACCTS INC	P O BOX 3017	SEABROOK TX 77586	10	5,000.00
01488	HARRY I ARKIN	718 - 17TH STREET #1300	WINTER PARK FL 32790	4	2,000.00
01489	DARWIN M BEN	79 HILLY STREET	DENVER CO 80202	30	15,000.00
01490	H. L. ARKIN, ETAL TRUSTEE	718 - 17TH STREET #1310	DENVER CO 80220	50	25,000.00
01491	HARRY I ARKIN-LDTREEII	718 - 17TH STREET #1300	DENVER CO 80202	100	50,000.00
01492	HARRY I ARKIN-JDTREE	718 - 17TH STREET #1300	DENVER CO 80202	20	10,000.00
01493	HARRY I ARKIN-L SILVER	718 - 17TH STREET #1300	DENVER CO 80202	20	10,000.00
01494	EDWARD G LUCHRIE	10615 LAUCKED STREET	DENVER CO 80202	30	15,000.00
01495	HARRY I ARKIN	718 - 17TH STREET #1300	NORTHGLENN CO 80234	30	15,000.00
			DENVER CO 80202	40	20,000.00

RHH 4/05/82

DETAIL LISTING OF PARTNERS ADMITTED

FFC310

EFFECTIVE AS OF 4/12/82

MEMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01496	RUTH B WILLES	77 TIMBERIDGE DRIVE	CLOVER SC 29710	20	10,000.00
01497	JEANNE M RORIE	1601 MADISON AVENUE	CHARLOTTE NC 28216	20	10,000.00
01498	HEATRICE C BUCKEY	205 SEMINOLE DRIVE	ANDERSON IN 01200	12	6,000.00
01499	KARL C PAULINE LUNDQUEST	1900 VALENCIA ROAD	ORLANDO FL 32803	10	5,000.00
01500	JOHN C ANNA MARKHAM	P O BOX 452	TRINITY TX 75862	10	5,000.00
01501	PHILIP C VAN NORDSTRAND	430 SHADOW CREEK	SEABROOK TX 77506	10	5,000.00
01502	VESPER E KELLOGG	5180 KELLOGG ROAD	SUTTER CA 95902	20	10,000.00
01503	GLENH R INGELS	9940 MEMORIAL DR SUITE C5	HOUSTON TX 77024	12	6,000.00
01504	GUARANTEE C TRUST CO	P O BOX 8966	WILMINGTON DE 19899	4	2,000.00
01505	ROBERT W CAMPBELL, TRUSTEE	18346 CAPE BAHAMA	HOUSTON TX 77058	40	20,000.00
01506	PERIE THOMPSON	135 SW 56TH STREET	CAPE CORAL FL 33904	30	15,000.00
01507	SIM SIEGIE	657 NE 47TH PLACE	POMPANO BEACH FL 33064	20	10,000.00
01508	CECIL C FAWCETT	121 CANAAN DRIVE RR 12	FT MYERS FL 33908	20	10,000.00
01509	VENA R JENKINS	P O BOX 35206	FAYETTEVILLE NC 28303	20	10,000.00
01510	KENNETH D GIBSON	1409 VIOLET	MC ALLEN TX 78551	20	10,000.00
01511	HARRIANA NOBLE	410 SHERBROOKE DRIVE	WILLIAMSVILLE NY 14221	20	10,000.00
01512	JANE W BROWN	1023 ABINGTON PIKE	RICHMOND IN 47374	20	10,000.00
01513	CHARLES E GUNDRICH	103 ST LUCIE LANE	STUART FL 33594	10	5,000.00
01514	JOE BACCUS, TRUSTEE	2123 POLK AVENUE	HOUSTON TX 77003	10	5,000.00
01515	MONICA L HANSEN	3420 13TH STREET #233	GREELEY CO 80631	10	5,000.00
01516	LUIS M PENA MD PA	2390 BEACH DRIVE STE 105	AVON PARK FL 33825	10	5,000.00
01517	LUIS M PENA MD PA	2390 BEACH DRIVE STE 105	AVON PARK FL 33825	10	5,000.00
01518	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	4,000.00
01519	DONALD B MOORE	1575 SOUTH 200 EAST	OREM UT 84057	10	5,000.00
01520	JERRY C YOUNG	1600 WOODEDGE	SPRINGFIELD OH 45504	10	5,000.00
01521	BILL SAMESHIMA	18541 WELD CO ROAD 84	AULT CO 80610	20	10,000.00
01522	THEODORE O HALVERSEN	ROUTE 1 BOX 419	LA FERIA TX 78551	10	5,000.00
01523	ALAN K STEFFE	8 LINCOLNSHIRE	DANVILLE IL 61832	10	5,000.00
01524	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	100	50,000.00
01525	HARRIANA Y ELDRIDGE	17690 SW SHAWNEE TRAIL	TUALATIN OR 97062	20	10,000.00
01526	LUCENE I EMMERT	6751 MORNING TIDE	HUNTINGTON BEACH CA 92648	10	5,000.00
01527	DICTONS HUBER C OCONNOR MDS	5805 S MINNACU STREET	ENGLEWOOD CO 80111	10	5,000.00
01528	MILDRED I HOSTETTER	5805 1ST ST NE	ST PETERSBURG FL 33703	154	72,000.00
01529	MARY E LOMAX	630 SW 6TH STREET VILLA #72	POMPANO BEACH FL 33062	120	60,000.00
01530	BURTON V JAY	2284 SD SHERMAN	DENVER CO 80210	40	20,000.00
01531	JOHN E DEES	BOX 2923 DUKE HOSPITAL	DUNHAM NC 27700	30	15,000.00
01532	DONALD W FINCH	3914 SOUTH 2020 EAST	SALT LAKE CITY UT 84117	30	15,000.00
01533	ALINE E GRIFFIN	213 LIRD AVENUE	KISSIMMEE FL 32741	20	10,000.00
01534	CARLOS J GONZALEZ MD	2362 N BEACH DRIVE	AVON PARK FL 33825	10	5,000.00
01535	CARLOS J GONZALEZ MD	2362 N BEACH DRIVE	AVON PARK FL 33825	10	5,000.00
01536	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01537	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01538	PERIE THOMPSON	135 SW 56TH STREET	CAPE CORAL FL 33904	30	15,000.00
01539	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01540	HAZEL G WESOLOWSKI	405 N OCEAN BLVD APT 411	POMPANO BEACH FL 33062	33	16,500.00
01541	HARRIANA S BLACK	3206 BEACON STREET	POMPANO BEACH FL 33062	20	10,000.00
01542	HARRIETT C SHUMRAGER	1127 LUCERNE AVENUE	CAPE CORAL FL 33904	16	8,000.00
01543	KARL G KUTSCHER	3200 NW 28TH AVENUE	BOCA RATON FL 33434	10	5,000.00

RUN 4/05/82

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01544	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	6	3,000.00
01545	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32789	4	2,000.00
01546	ROBERT E HANCOY ROSS	8722 GARRISON COURT	ARYADA CO 80005	10	5,000.00
01547	VIRGINIA V BUTTLE	RD 1	SOUTH HARPSWELL ME 04079	20	10,000.00
01548	RICHARD G JUNG	3512 CYPRESS	NORTH LAS VEGAS NV 89036	30	15,000.00
01549	STANLEY BROWN	4318 ARAJO COURT	ORLANDO FL 32812	30	15,000.00
01550	LOIS LEE JOHNSON	5100 BAYVIEW DRIVE APT 206	FT LAUDERDALE FL 33308	40	30,000.00
01551	JACK TEPPER MD	730 GERMANTOWN ROAD	CHATTANOOGA TN 37402	200	100,000.00
01552	MARGORIE M PALMGREN	710 NO W STREET APT 102	LAKE WORTH FL 33560	128	64,000.00
01553	KATHYNN B KARY	767 SOUTH MAIN	DICKINSON ND 58601	30	15,000.00
01554	ROBERT L DAVIS	6253 PHILLIPSBURG ROAD	ENGLEWOOD OH 45322	20	10,000.00
01555	VALENTE B WILSON	3421 ST BLASE	ST ANN MO 63074	10	5,000.00
01556	RONALD H GIECK	1516 30TH AVENUE	GREELEY CO 80631	10	5,000.00
01557	FEDERATED LIFE INS C	129 E BROADWAY	OWATONNA MN 55060	501	250,500.00
01558	KITA F LEAFGREEN	P O BOX 292	EATON CO 80615	154	77,000.00
01559	BETSY WIGGERS MILLAR	973 KELEIGH CIRCLE	WINSTON SALEM NC 27106	50	25,000.00
01560	MARY LEE ROSS	625 LEYDEN STREET	DENVER CO 80220	20	10,000.00
01561	MOISES L CARMEN DAUBER JR	724 SHIRLEY NE	ALBUQUERQUE NM 87123	10	5,000.00
01562	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01564	LUCILLE MARKLEY	39 WARD DRIVE	GREELEY CO 80631	60	30,000.00
01565	ROBERT W GREGORY	POST OFFICE BOX 457	GREELEY CO 80632	10	5,000.00
01566	FRANK C GREGORY	P O BOX 457	GREELEY CO 80632	10	5,000.00
01567	JOHN L FLORENCE HOWARD	412 40TH AVENUE	GREELEY CO 80631	10	5,000.00
01568	HELEN M WELCKEN	P O BOX 56	SANTA MONICA CA 90406	50	25,000.00
01569	MILTON W OCHSNER	1840 NORTH 184TH	SEATTLE WA 98133	14	7,000.00
01570	M JUNE HALVERSON	ROUTE 1 BOX 419	LA FERIA TX 78559	10	5,000.00
01571	JOHN F BENNETT	4633 RUE BAYOU	SANITEL FL 33957	50	25,000.00
01572	MILTON A HAKOING	731 NE B COURT	POMPANO BEACH FL 33060	10	5,000.00
01573	WILLIAM H GAMBLIN	RR 2 - P O BOX 12	GALVERSTON TX 77550	10	5,000.00
01574	MARION W SNIDER	820 SOUTH ARMSTRONG	KOKOMO IN 46901	20	10,000.00
01575	FRANCIS D FORD	1570 NE 30 PLACE	OAKLAND PARK FL 33334	20	10,000.00
01576	MILDRED C DICK	1802 WELDON	ANN ARBOR MI 48103	20	10,000.00
01577	RICHARD E MARGIE WELSH	16662 LA AVENIDA	HOUSTON TX 77062	10	5,000.00
01578	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	6	3,000.00
01579	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32789	4	2,000.00
01580	HAROLD L FELD	1700 - 8TH STREET	GREELEY CO 80631	20	10,000.00
01581	KAVIEN M BRICK	10006 BROAD STREET	BETHESDA MD 44208	40	20,000.00
01582	BARBARA D HART	4660 OCEAN BLVD APT J-2	SARASOTA FL 33581	40	20,000.00
01583	ORA E SHARP	122 PATRICIA DRIVE	KOKOMO IN 46902	32	16,000.00
01584	CECIL C FAWCETT	121 CANAAN DR RR 12	FT MYERS FL 33908	20	10,000.00
01585	MATTHEW DIAMOND	2102 LUCAYA LANE APT N3	COCONUT CREEK FL 33066	20	10,000.00
01586	JOSEPH L CORRIE CANCELLOSE	1105 DENSMARE DRIVE	WINTER PARK FL 32782	20	10,000.00
01587	JOSEPH J COPRESTI	STANDART WOODS APT N05	AUBURN NY 13021	16	8,000.00
01588	CHARLES R MAY III	408 LAKESHORE DRIVE	BENNETTSVILLE SC 29512	15	7,500.00
01589	CHARLES R MAY III	408 LAKESHORE DRIVE	BENNETTSVILLE SC 29512	11	5,500.00
01590	JOHN CHELTONIS	2713 HEADLAND	ST CHARLES MO 63301	10	5,000.00
01591	CONNIE L EPPERSON	2713 MARTHA	PASADENA TX 77502	10	5,000.00
01592	HAROLD NEWLAND	613 MORSE LEE ST	EVANSTON WY 82930	10	5,000.00

RHH 4/05/92

DETAIL LISTING OF PARTNERS ADMITTED

FFC310

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01593	CHARLES R MAY III	408 LAKESHORE DRIVE	BENNETTSVILLE SC 29512	10	5,000.00
01594	PHILIP R RUDE	506 DOHENY WAY	CASSELBERRY FL 32707	10	5,000.00
01595	ANNE M GATHY	5495 NW 10 COURT	PLANTATION FL 33313	10	5,000.00
01596	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	10	5,000.00
01597	BETTY GOLDBERG	634 CORAL DRIVE	CAPE CORAL FL 33904	50	25,000.00
01598	VIRGINIA E PETERSON	1665 PALM HILL DRIVE	LONGWOOD FL 32750	40	24,000.00
01599	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	3,000.00
01600	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	3,000.00
01601	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01602	ROGER HERB	2671 NE 18TH TERRACE	LIGHTHOUSE POINT FL 33064	10	5,000.00
01603	WILLIAM J GOWRIE	1850 S OCEAN BLVD APT 806	POMPANO BEACH FL 33062	20	10,000.00
01604	PETER TACORNO	BRANDY BROOK ROAD	NORTH SCITUATE RI 02857	10	5,000.00
01605	THOMAS E EASTON	5802 BEAR LAKE CIRCLE	ORLANDO FL 32810	40	20,000.00
01606	INTL CENTRAL BANK	P O BOX A	EL TORO CA 92630	30	15,000.00
01607	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	7	3,500.00
01608	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	7	3,500.00
01609	THOMAS E HARUT	7469 SWALLOW RUN	ORLANDO FL 32807	20	10,000.00
01610	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01611	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	3	1,500.00
01612	MARJORIE P SNEDECAR	3317 FLINT DRIVE	RAPID CITY SD 57701	20	10,000.00
01613	MARY H WILSON	3324 BUCKLE LANE	PLANO TX 75023	14	7,000.00
01614	JOSEPH J MILLER	7350 CHULA VISTA	BIRMINGHAM AL 35210	10	5,000.00
01615	MAX FEHRER	145 RAMBLEWOOD ROAD	MOORESTOWN NJ 08057	10	5,000.00
01616	YVONNE H AKEY	7432 MAI TAI DRIVE	ORLANDO FL 32807	10	5,000.00
01617	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01618	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01619	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01620	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01621	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01622	ELENA I OLIVE	2610 NE 20TH STREET	POMPANO BEACH FL 33062	150	75,000.00
01623	S DUANE ELLINGSON	4514 LOOKOUT MOUNTAIN	RAPID CITY SD 57701	100	50,000.00
01624	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	72	36,000.00
01625	SUSAN E MINES	4918 IDYLLWILD TRAIL	BOULDER CO 80301	50	25,000.00
01626	ROLAND R HAMILTON	101 SE 13TH STREET	POMPANO BEACH FL 33062	40	20,000.00
01627	CHARLES H NOVAK	3701 S PEACH WAY	DENVER CO 80237	40	20,000.00
01628	J A DEMPSEY	P O BOX 75276	HOUSTON TX 77234	20	10,000.00
01629	ALICE D STOKELL	1536 SE 12TH STREET	DEERFIELD BEACH FL 33441	20	10,000.00
01630	AMBER D SIMON	225 QUINCY STREET	RAPID CITY SD 57701	20	10,000.00
01631	HOWARD G JONES	3023 SN 249TH	KENT WA 98031	14	7,000.00
01632	DOUGLASS J DENO	1061 CEDAR ROAD	LACROSSE WI 54601	10	5,000.00
01633	ROBERT LATSKO	35590 HATHIERLY	STERLING HEIGHTS MI 48077	10	5,000.00
01634	FRANK I FRATOLI	8701 W HWY 98	PANAMA CITY FL 32407	10	5,000.00
01635	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01636	JOIS E LOUISE CATER	1307 WOODLAND PLACE	HIGH POINT NC 27262	40	20,000.00
01637	BETTY H ANDERSON	22315 6TH AVE SOUTH A304	DES MOINES IA 50318	30	15,000.00
01638	WILLIAM K AVERITT	160 CLARK COURT	LA FAYETTE LA 70503	10	5,000.00
01639	STANFORD E MCKENRICK	5820 NE 22ND WAY NO-623	FT LAUDERDALE FL 33308	10	5,000.00
01640	JOHN MILLER	1221 SPRING CIRCLE DRIVE	CORAL SPRINGS FL 33065	10	5,000.00

NON 4/25/82

DETAIL LISTING OF PARTNERS ADMITTED

FIC 210

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01641	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01642	ELIZABETH C BAKER	3417 SE 17TH PLACE	CAPE CORAL FL 33904	40	20,000.00
01643	WILLIAM H BAKER	3417 SE 17TH PLACE	CAPE CORAL FL 33904	50	20,000.00
01644	ANNA POMPHINO	603 SW 53RD TERRACE	CAPE CORAL FL 33904	40	20,000.00
01645	MARVIN I SCHAEFFER	2400 VAN BUREN	LOVELAND CO 80537	20	10,000.00
01646	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01647	VERNA E MILKE	2150 NE 52ND STREET	FT LAUDERDALE FL 33308	10	5,000.00
01648	PLYMOUTH-HOME NTL BK	P O BOX 1587	BROCKTON MA 02403	3	1,500.00
01649	MARY M TAYLOR	215 NORTH LAKESIDE DRIVE	LAKE WORTH FL 33560	170	85,000.00
01650	GERALD W HICKLEY	611 RIDGE ROAD	LANTANA FL 33462	50	25,000.00
01651	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	45	22,500.00
01652	CONALETA G MENZER	1412 NE 56 COURT	FT LAUDERDALE FL 33334	20	10,000.00
01653	CAROL HAGAN	896 PT MALABAR BL SE	PALM BAY FL 32905	20	10,000.00
01654	ALICE C THOMAS	5001 ST MARIE AVENUE	ORLANDO FL 32809	200	100,000.00
01655	A RAIPH MONACO	2450 ASHLAND ROAD	PANAMA CITY FL 32405	100	50,000.00
01656	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	46	23,000.00
01657	SYLVIA R ROSS	2751 NORTH PALM AIRE APT 505	POMPANO BEACH FL 33060	20	10,000.00
01658	JANICE W MCCOY	307 CRYSTAL	LEAGUE CITY TX 77573	20	10,000.00
01659	WILLIAM J KAYE	2433 NE 24TH STREET	LIGHTHOUSE POINT FL 33064	100	50,000.00
01660	PHILIP E SARA MURPHY	1613 WAGON YOUNGE COURT	FORT COLLINS CO 80521	10	5,000.00
01661	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	11	5,500.00
01662	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01663	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01664	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01665	GUARANTEE E TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00

409 ITEM COUNT

FINAL TOTAL 10,000 4,000,500.00

9978 4,999,000.00

41

plus total from report 315

10,025 5,013,500.00