

State of Idaho

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



A handwritten signature of Pete T. Cenarrusa.

SECRETARY OF STATE

by: _____

RECEIVED

**APPLICATION FOR REGISTRATION OF
FOREIGN LIMITED PARTNERSHIP**

To the Secretary of State of the State of Idaho:

Pursuant to the provisions of Chapter 2, Title 53, Idaho Code, the undersigned Limited Partnership hereby applies for ~~registration~~ ^{RECEIPT} OF transact business in your State, and for that purpose submits the following information:

following stations:

STATE

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 Cor-
tion Trust Company, 100 West Tenth Street, County of New Castle,
ington, 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):

Name _____

General or Limited

Address

[Need not be completed]



(continued on reverse)

8. (Continued)

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

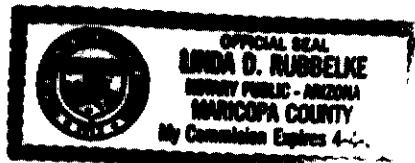
STATE OF Arizona)
COUNTY OF Maricopa) 88:

I, Linda Rubbelke, a notary public, do hereby certify that on this
23 day of November, 1982, 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.

Jyndie Ruhm
Notary Public

Notary Public



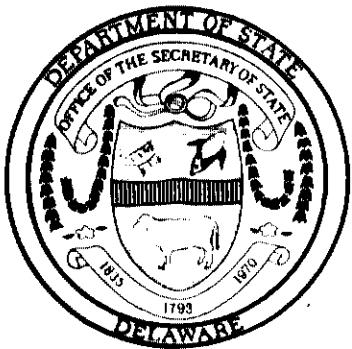
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U. S. DEPT. OF STATE
SECRETARY OF STATE



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. Meyers

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 11 day of August, 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 FFC.A. 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, .8 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 had 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 8.2.

(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(i), 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.

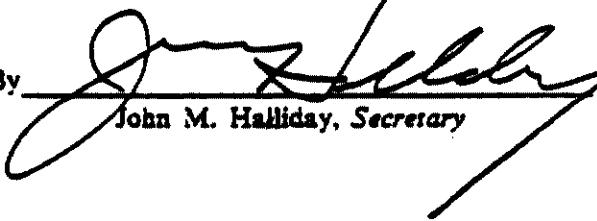
12.7 Entire Agreement. This Agreement constitutes the entire agreement among the parties. This Agreement supersedes any prior agreement or understanding among the parties and may not be modified or amended in any manner other than as set forth herein.

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

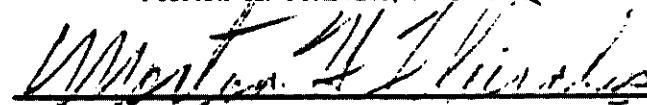
By 

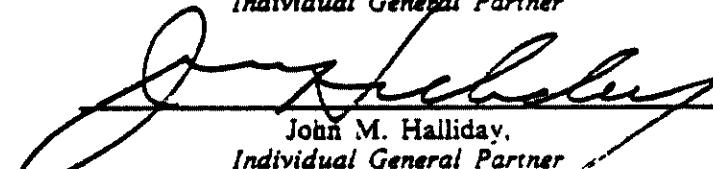
Morton H. Fleischer, President

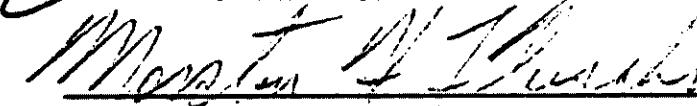
FRANCHISE FINANCE CORPORATION
OF AMERICA, as Attorney-in-Fact
for each and all of the Limited Partners

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

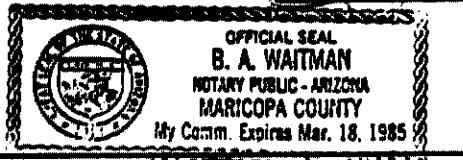
On this 12 day of June , 1982, personally appeared before me Morton H. Fleischer, to me personally known, who, being by me duly sworn upon his oath did state that he is the President of Franchise Finance Corporation of America, a Delaware corporation, and is the Individual General Partner and Initial 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

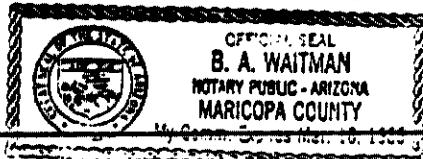
On this 12 day of June , 1982, personally appeared before me John M. Halliday, to me known to be the person who executed the foregoing instrument, and being by me duly sworn upon his oath, stated that the matters set forth therein are true and acknowledged that he executed the foregoing as his free act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

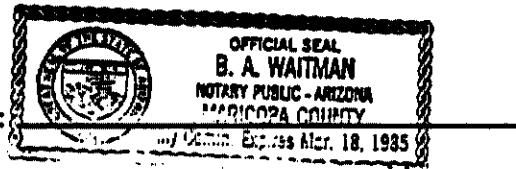
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the county and state aforesaid the day and year last above written.

B. A. Waitman

Notary Public

[SEAL]

My Commission Expires:



ALBERT'S CHOCOLATE PARFAITS 1901
(a Calumet Chocolate Parfait) 1

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	PURCHASED		COMMISSION
				DATE	AMOUNT	
30077	THOMAS J FEECH	2389 SOUTH 44TH ST	LAS VEGAS NV 89102	7/1	25,000.00	
30078	DAEL L LITTLE	636 CIVILIAN AVENUE	PAULSBURG AL 36060	12	13,000.00	
30079	LEONIE M LEARY	1973 CLERMONT	ROYAL JAM AL 36071	12	13,000.00	
30080	LEONIE M LEARY	12276 34TH ROAD	SEASIDE FL 32469	13	1,000.00	
30081	SHARON L MCGOWAN	6307 74TH 12 CENTER	SHREVEPORT LA 71109	13	1,000.00	
30082	SHARON L MCGOWAN	199 120TH 1100A 14TH ROAD	SHREVEPORT LA 71109	13	1,000.00	
30083	SHARON L MCGOWAN	1415 44TH 704B	SACRAMENTO CA 95814	1	1,000.00	
30084	SHARON L MCGOWAN INC	2 3 102 1017	SACRAMENTO CA 95814	1	1,000.00	
30085	SHARON L MCGOWAN INC	2 3 103 1004	SACRAMENTO CA 95814	1	1,000.00	
30086	SILVIA J MITTON	7316 6174 12th	MURKIN FL 34145	13	1,000.00	
30087	SIMONE J MOORE	2800 10th 1025 107 13	HOUSTON TX 77034	10	1,000.00	
30088	SHARON L MCGOWAN	2 3 103 1003	WILMINGTOM DE 19803	1	1,000.00	
30089	SHARON L MCGOWAN	71721 1466N	ST CLAIR SHORES MI 48081	13	1,000.00	
30090	SHARON L MCGOWAN	2 3 103 1003	WILMINGTOM DE 19803	20	10,000.00	
30091	SHARON L MCGOWAN	2 3 103 1124B	CONCORD CA 94021	13	1,000.00	
30092	SHARON L MCGOWAN	10576 WILMINGTON COURT	CINCINNATI OH 45244	13	1,000.00	
30093	SHARON L MCGOWAN	2 3 103 1003	ST. JOHNS MI 48873	10	1,000.00	
30094	SARINA F COHANE	2 3 103 1003	SPRINGFIELD IL 62702	13	1,000.00	
30095	SARINA F COHANE	2 3 103 1003	LINE CITY IL 61264	13	1,000.00	
30096	SARINA F COHANE	100 MCGOWAN 2019	SALEM MA 01760	13	1,000.00	
30097	SARINA F COHANE	102 MCGOWAN COURT	SPRINGFIELD IL 62702	13	1,000.00	
30098	SARINA F COHANE	103 EAST CURTIS 17	SPRINGFIELD IL 62702	13	1,000.00	
30099	SARINA F COHANE	103 MCGOWAN 104B	ST. CHARLES IL 60182	10	1,000.00	
30100	SARINA F COHANE	103 MCGOWAN 104B	ST. CHARLES IL 60182	13	1,000.00	
30101	SARINA F COHANE	71 CHAMBERS DRIVE	ST. LOUIS MO 63105	13	1,000.00	
30102	SARINA F COHANE	1000 10TH 1000 1000	LOUISVILLE KY 40207	13	1,000.00	
30103	SARINA F COHANE	1012 WESTERN 35	CARLISLE PA 17013	10	1,000.00	
30104	SARINA F COHANE	117 CARRIAGE HILL DR	CARLISLE PA 17013	13	1,000.00	
30105	SARINA F COHANE	1000 10 CALANDO 1000 1000	WINTER PARK FL 32789	13	10,000.00	
30106	SARINA F COHANE	4901 30TH 1017	ASHFORD HILLS GA 30002	13	1,000.00	
30107	SARINA F COHANE	1000 10 CALANDO 1000 1000	CARLSBAD CA 92008	13	1,000.00	
30108	SARINA F COHANE	1012 WESTERN 35	CLINTON SPRINGS IL 60021	13	1,000.00	
30109	SARINA F COHANE	1022 MCGOWAN 1022 1004	CLINTON SPRINGS IL 60021	13	1,000.00	
30110	SARINA F COHANE	4420 74TH	CLINTON SPRINGS IL 60021	13	1,000.00	
30111	SARINA F COHANE	10 SUN VALLEY DR	CLINTON SPRINGS IL 60021	13	1,000.00	
30112	SARINA F COHANE	2 3 103 1003	CLINTON SPRINGS IL 60021	13	1,000.00	
30113	SARINA F COHANE	110 30TH 1000 1000	CLINTON SPRINGS IL 60021	13	1,000.00	
30114	SARINA F COHANE	17 74TH 30TH	CLINTON SPRINGS IL 60021	13	1,000.00	
30115	SARINA F COHANE	10 10 1000 1000 1000	CLINTON SPRINGS IL 60021	13	1,000.00	
30116	SARINA F COHANE	10 10 1000 1000 1000	CLINTON SPRINGS IL 60021	13	1,000.00	
30117	SARINA F COHANE	1244 CASTLE ROAD	LEXINGTON KY 40504	13	1,000.00	
30118	SARINA F COHANE	1040 100 LORING	LEXINGTON KY 40504	13	1,000.00	
30119	SARINA F COHANE	1911 CASCADE	LEXINGTON KY 40504	13	1,000.00	
30120	SARINA F COHANE	777 90 1017 1017 1004	LEXINGTON KY 40504	13	1,000.00	
30121	SARINA F COHANE	1223 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30122	SARINA F COHANE	1040 10 1004	LEXINGTON KY 40504	13	1,000.00	
30123	SARINA F COHANE	110 30TH	LEXINGTON KY 40504	13	1,000.00	
30124	SARINA F COHANE	100 30TH 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30125	SARINA F COHANE	2 3 103 1003	LEXINGTON KY 40504	13	1,000.00	
30126	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30127	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30128	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30129	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30130	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30131	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30132	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30133	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30134	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30135	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30136	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30137	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30138	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30139	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30140	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30141	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30142	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30143	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	
30144	SARINA F COHANE	10 10 1000 1000 1000	LEXINGTON KY 40504	13	1,000.00	

NUMBER	NAME	ADDRESS	UNITS			CAPITAL CONTRIBUTION
			CITY / STATE / ZIP	PURCHASED	CONSTRUCTION	
00107	TAKEWA F. BAKER	109 PENN LANE	IL 60090	30	100,000.00	
00108	JOHN JULIAN SCOTT	29 PROSPECT AVENUE	IL 60524	100	100,000.00	
00109	FRANCIS A. PHILLIPS	4401 33RD ALTO 107 104 E	IL 60646	30	100,000.00	
00110	THOMAS A. PULITZ	4400 4 14 ST	IL 60546	10	5,000.00	
00111	JOHN L. PUETT	4400 4 14TH ST	IL 60546	10	5,000.00	
00112	JOHN S. SHEDD	73 10TH 30172	IL 60546	20	100,000.00	
00113	JOHN SIMACZKO	1510 46TH AVENUE	IL 60546	60	60,000.00	
00114	WILLIAM B. SIMONIS	292 CLEMENTS 2A	IL 60546	100	100,000.00	
00115	JOHN SIMONIS	1110 7 CAMPBELL 107 12	IL 60546	100	100,000.00	
00116	LAWRENCE S. SIMONE	1 - 14 EUGENE ST	IL 60546	100	100,000.00	
00117	GUARANTEED C. TRUST CO	P.O. BOX 1108	IL 60546	100	100,000.00	
00118	WILLIAM A. SIEBERT	109 E. IRVING PARK 1020	IL 60546	100	100,000.00	
00119	EDMUND S. SIEVER	2000 CLARENCE DRIVE	IL 60546	20	10,000.00	
00120	STANLEY SIEV	61 - 64 - 190 STREET	IL 60546	100	100,000.00	
00121	GUARANTEED C. TRUST CO	342 DELAWARE AV	IL 60546	100	100,000.00	
00122	JOHN S. SIEV	7 10TH ST	IL 60546	100	100,000.00	
00123	EDWARD C. SIEV	1100 4 10TH 3013	IL 60546	100	100,000.00	
00124	JOHN SIEV	1040 CALIFORNIA	IL 60546	100	100,000.00	
00125	HAROLD S. SIEV	2000 4 10TH 3017	IL 60546	100	100,000.00	
00126	JOHN SIEV	2000 4 10TH 3017	IL 60546	100	100,000.00	
00127	EDWARD C. SIEV	122 10TH 3017	IL 60546	100	100,000.00	
00128	EDWARD C. SIEV	P.O. BOX 1908	IL 60546	100	100,000.00	
00129	EDWARD C. SIEV	100 - 12 12 AVENUE	IL 60546	100	100,000.00	
00130	EDWARD C. SIEV	1070 SOUTH 10TH	IL 60546	100	100,000.00	
00131	EDWARD C. SIEV	640 7A	IL 60546	100	100,000.00	
00132	EDWARD C. SIEV	219 CHALMERS ST	IL 60546	100	100,000.00	
00133	EDWARD C. SIEV	26 20TH	IL 60546	100	100,000.00	
00134	EDWARD C. SIEV	279 4 10TH 3013	IL 60546	100	100,000.00	
00135	EDWARD C. SIEV	11000 LEISURE LANE 10	IL 60546	100	100,000.00	
00136	EDWARD C. SIEV	10000 CARBON ST 10X 100	IL 60546	100	100,000.00	
00137	EDWARD C. SIEV	12 PINEWOOD LANE	IL 60546	100	100,000.00	
00138	EDWARD C. SIEV	1320 10TH 3017	IL 60546	100	100,000.00	
00139	EDWARD C. SIEV	1400 10TH 3017	IL 60546	100	100,000.00	
00140	EDWARD C. SIEV	1401 10TH 3017	IL 60546	100	100,000.00	
00141	EDWARD C. SIEV	1402 10TH 3017	IL 60546	100	100,000.00	
00142	EDWARD C. SIEV	1403 10TH 3017	IL 60546	100	100,000.00	
00143	EDWARD C. SIEV	1404 10TH 3017	IL 60546	100	100,000.00	
00144	EDWARD C. SIEV	1405 10TH 3017	IL 60546	100	100,000.00	
00145	EDWARD C. SIEV	1406 10TH 3017	IL 60546	100	100,000.00	
00146	EDWARD C. SIEV	1407 10TH 3017	IL 60546	100	100,000.00	
00147	EDWARD C. SIEV	1408 10TH 3017	IL 60546	100	100,000.00	
00148	EDWARD C. SIEV	1409 10TH 3017	IL 60546	100	100,000.00	
00149	EDWARD C. SIEV	1410 10TH 3017	IL 60546	100	100,000.00	
00150	EDWARD C. SIEV	1411 10TH 3017	IL 60546	100	100,000.00	
00151	EDWARD C. SIEV	1412 10TH 3017	IL 60546	100	100,000.00	
00152	EDWARD C. SIEV	1413 10TH 3017	IL 60546	100	100,000.00	
00153	EDWARD C. SIEV	1414 10TH 3017	IL 60546	100	100,000.00	
00154	EDWARD C. SIEV	1415 10TH 3017	IL 60546	100	100,000.00	
00155	EDWARD C. SIEV	1416 10TH 3017	IL 60546	100	100,000.00	
00156	EDWARD C. SIEV	1417 10TH 3017	IL 60546	100	100,000.00	
00157	EDWARD C. SIEV	1418 10TH 3017	IL 60546	100	100,000.00	
00158	EDWARD C. SIEV	1419 10TH 3017	IL 60546	100	100,000.00	
00159	EDWARD C. SIEV	1420 10TH 3017	IL 60546	100	100,000.00	
00160	EDWARD C. SIEV	1421 10TH 3017	IL 60546	100	100,000.00	
00161	EDWARD C. SIEV	1422 10TH 3017	IL 60546	100	100,000.00	
00162	EDWARD C. SIEV	1423 10TH 3017	IL 60546	100	100,000.00	
00163	EDWARD C. SIEV	1424 10TH 3017	IL 60546	100	100,000.00	
00164	EDWARD C. SIEV	1425 10TH 3017	IL 60546	100	100,000.00	
00165	EDWARD C. SIEV	1426 10TH 3017	IL 60546	100	100,000.00	
00166	EDWARD C. SIEV	1427 10TH 3017	IL 60546	100	100,000.00	
00167	EDWARD C. SIEV	1428 10TH 3017	IL 60546	100	100,000.00	
00168	EDWARD C. SIEV	1429 10TH 3017	IL 60546	100	100,000.00	
00169	EDWARD C. SIEV	1430 10TH 3017	IL 60546	100	100,000.00	
00170	EDWARD C. SIEV	1431 10TH 3017	IL 60546	100	100,000.00	
00171	EDWARD C. SIEV	1432 10TH 3017	IL 60546	100	100,000.00	
00172	EDWARD C. SIEV	1433 10TH 3017	IL 60546	100	100,000.00	
00173	EDWARD C. SIEV	1434 10TH 3017	IL 60546	100	100,000.00	
00174	EDWARD C. SIEV	1435 10TH 3017	IL 60546	100	100,000.00	
00175	EDWARD C. SIEV	1436 10TH 3017	IL 60546	100	100,000.00	
00176	EDWARD C. SIEV	1437 10TH 3017	IL 60546	100	100,000.00	
00177	EDWARD C. SIEV	1438 10TH 3017	IL 60546	100	100,000.00	
00178	EDWARD C. SIEV	1439 10TH 3017	IL 60546	100	100,000.00	
00179	EDWARD C. SIEV	1440 10TH 3017	IL 60546	100	100,000.00	
00180	EDWARD C. SIEV	1441 10TH 3017	IL 60546	100	100,000.00	
00181	EDWARD C. SIEV	1442 10TH 3017	IL 60546	100	100,000.00	
00182	EDWARD C. SIEV	1443 10TH 3017	IL 60546	100	100,000.00	
00183	EDWARD C. SIEV	1444 10TH 3017	IL 60546	100	100,000.00	
00184	EDWARD C. SIEV	1445 10TH 3017	IL 60546	100	100,000.00	
00185	EDWARD C. SIEV	1446 10TH 3017	IL 60546	100	100,000.00	
00186	EDWARD C. SIEV	1447 10TH 3017	IL 60546	100	100,000.00	
00187	EDWARD C. SIEV	1448 10TH 3017	IL 60546	100	100,000.00	
00188	EDWARD C. SIEV	1449 10TH 3017	IL 60546	100	100,000.00	
00189	EDWARD C. SIEV	1450 10TH 3017	IL 60546	100	100,000.00	
00190	EDWARD C. SIEV	1451 10TH 3017	IL 60546	100	100,000.00	
00191	EDWARD C. SIEV	1452 10TH 3017	IL 60546	100	100,000.00	
00192	EDWARD C. SIEV	1453 10TH 3017	IL 60546	100	100,000.00	
00193	EDWARD C. SIEV	1454 10TH 3017	IL 60546	100	100,000.00	
00194	EDWARD C. SIEV	1455 10TH 3017	IL 60546	100	100,000.00	
00195	EDWARD C. SIEV	1456 10TH 3017	IL 60546	100	100,000.00	
00196	EDWARD C. SIEV	1457 10TH 3017	IL 60546	100	100,000.00	
00197	EDWARD C. SIEV	1458 10TH 3017	IL 60546	100	100,000.00	
00198	EDWARD C. SIEV	1459 10TH 3017	IL 60546	100	100,000.00	
00199	EDWARD C. SIEV	1460 10TH 3017	IL 60546	100	100,000.00	
00200	EDWARD C. SIEV	1461 10TH 3017	IL 60546	100	100,000.00	
00201	EDWARD C. SIEV	1462 10TH 3017	IL 60546	100	100,000.00	
00202	EDWARD C. SIEV	1463 10TH 3017	IL 60546	100	100,000.00	
00203	EDWARD C. SIEV	1464 10TH 3017	IL 60546	100	100,000.00	
00204	EDWARD C. SIEV	1465 10TH 3017	IL 60546	100	100,000.00	
00205	EDWARD C. SIEV	1466 10TH 3017	IL 60546	100	100,000.00	
00206	EDWARD C. SIEV	1467 10TH 3017	IL 60546	100	100,000.00	
00207	EDWARD C. SIEV	1468 10TH 3017	IL 60546	100	100,000.00	
00208	EDWARD C. SIEV	1469 10TH 3017	IL 60546	100	100,000.00	
00209	EDWARD C. SIEV	1470 10TH 3017	IL 60546	100	100,000.00	
00210	EDWARD C. SIEV	1471 10TH 3017	IL 60546	100	100,000.00	
00211	EDWARD C. SIEV	1472 10TH 3017	IL 60546	100	100,000.00	
00212	EDWARD C. SIEV	1473 10TH 3017	IL 60546	100	100,000.00	
00213	EDWARD C. SIEV	1474 10TH 3017	IL 60546	100	100,000.00	
00214	EDWARD C. SIEV	1475 10TH 3017	IL 60546	100	100,000.00	
00215	EDWARD C. SIEV	1476 10TH 3017	IL 60546	100	100,000.00	
00216	EDWARD C. SIEV	1477 10TH 3017	IL 60546	100	100,000.00	
00217	EDWARD C. SIEV	1478 10TH 3017	IL 60546	100	100,000.00	
00218	EDWARD C. SIEV	1479 10TH 3017	IL 60546	100	100,000.00	
00219	EDWARD C. SIEV	1480 10TH 3017	IL 60546	100	100,000.00	
00220	EDWARD C. SIEV	1481 10TH 3017	IL 60546	100	100,000.00	
00221	EDWARD C. SIEV	1482 10TH 3017	IL 60546	100	100,000.00	
00222	EDWARD C. SIEV	1483 10TH 3017	IL 60546	100	100,000.00	
00223	EDWARD C. SIEV	1484 10TH 3017	IL 60546	100	100,000.00	
00224	EDWARD C. SIEV	1485 10TH 3017	IL 60546	100	100,000.00	
00225	EDWARD C. SIEV	1486 10TH 3017	IL 60546	100	100,000.00	
00226	EDWARD C. SIEV	1487 10TH 3017	IL 60546	100	100,000.00	
00227	EDWARD C. SIEV	1488 10TH 3017	IL 60546	100	100,000.00	
00228	EDWARD C. SIEV	1489 10TH 3017	IL 60546	100	100,000.00	
00229	EDWARD C. SIEV	1490 10TH 3017	IL 60546	100	100,000.00	
00230	EDWARD C. SIEV	1491 10TH 3017	IL 60546	100	100,000.00	
00231	EDWARD C. SIEV	1492 10TH 3017	IL 60546	100	100,000.00	
00232	EDWARD C. SIEV	1493 10TH 3017	IL 60546	100	100,000.00	
00233	EDWARD C. SIEV	1494 10TH 3017	IL 60546	100	100,000.00	
00234	EDWARD C. SIEV	1495 10TH 3017	IL 60546	100	100,000.00	
00235	EDWARD C. SIEV	1496 10TH 3017	IL 60546	100	100,000.00	
00236	EDWARD C. SIEV	1497 10TH 3017	IL 60546	100	100,000.00	
00237	EDWARD C. SIEV	1498 10TH 3017	IL 60546	100	100,000.00	
00238	EDWARD C. SIEV	1499 10TH 3017	IL 6054			

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS	TYPE
				UNITS	DESCRIPTION
20241	EDWARD F YELLS BANE	737 PINECREST	MANCHESTER	10	1 bedroom
20242	GEORGE L CHERRY	744 LAUREL DRIVE	PEORIA	10	1 bedroom
20243	JOSEPH J HUGHES	17600 3RD VALLEY APT 101A	PEPPERDINE HILLS	10	1 bedroom
20244	JOSEPHINE AG MULLER	8619 VERNON TERRACE	PEPPERDINE	10	1 bedroom
20245	KERRY ANN JAMESON	1849 4th Ave. #6	PEPPERDINE	10	1 bedroom
20246	LEONARD J LINDSTROM	2914 21st St SUITE 1300	PEPPERDINE	10	1 bedroom
20247	LEONARD J LINDSTROM	138 LAMPIONGATE CIRCL 4	PEPPERDINE	10	1 bedroom
20248	LEONARD J LINDSTROM	1407 PEACHTREE AVE	PEPPERDINE	10	1 bedroom
20249	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20250	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20251	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20252	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20253	LEONARD J LINDSTROM	16 PINECREST AVENUE	PEPPERDINE	10	1 bedroom
20254	LEONARD J LINDSTROM	1607 PEACHTREE STREET	PEPPERDINE	10	1 bedroom
20255	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20256	LEONARD J LINDSTROM	44 MERRION DRIVE	PEPPERDINE	10	1 bedroom
20257	LEONARD J LINDSTROM	118 GLENFIELD LANE	PEPPERDINE	10	1 bedroom
20258	LEONARD J LINDSTROM	1023 1st AVENUE	PEPPERDINE	10	1 bedroom
20259	LEONARD J LINDSTROM	1079 9-102 1963	PEPPERDINE	10	1 bedroom
20260	LEONARD J LINDSTROM	1000 16TH AVENUE	PEPPERDINE	10	1 bedroom
20261	LEONARD J LINDSTROM	6043 1/2 10TH AVENUE	PEPPERDINE	10	1 bedroom
20262	LEONARD J LINDSTROM	2612 SOUTH AVENUE	PEPPERDINE	10	1 bedroom
20263	LEONARD J LINDSTROM	1723 SAMARITAN CIRCLE S	PEPPERDINE	10	1 bedroom
20264	LEONARD J LINDSTROM	1900 STRATFORD ROAD	PEPPERDINE	10	1 bedroom
20265	LEONARD J LINDSTROM	313 TERRY STREET	PEPPERDINE	10	1 bedroom
20266	LEONARD J LINDSTROM	313 TERRY STREET	PEPPERDINE	10	1 bedroom
20267	LEONARD J LINDSTROM	1703 9-102 1963	PEPPERDINE	10	1 bedroom
20268	LEONARD J LINDSTROM	1171 PINECREST AVENUE	PEPPERDINE	10	1 bedroom
20269	LEONARD J LINDSTROM	730 PINECREST LANE 10-10	PEPPERDINE	10	1 bedroom
20270	LEONARD J LINDSTROM	100 9-102 1963	PEPPERDINE	10	1 bedroom
20271	LEONARD J LINDSTROM	112 PINECREST DRIVE	PEPPERDINE	10	1 bedroom
20272	LEONARD J LINDSTROM	123 CENTRAL PARK EAST	PEPPERDINE	10	1 bedroom
20273	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20274	LEONARD J LINDSTROM	104 JUNIPER LANE	PEPPERDINE	10	1 bedroom
20275	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20276	LEONARD J LINDSTROM	136 VILLAGE AVENUE	PEPPERDINE	10	1 bedroom
20277	LEONARD J LINDSTROM	1010 9-102 1963	PEPPERDINE	10	1 bedroom
20278	LEONARD J LINDSTROM	102 HAMPTON ROAD	PEPPERDINE	10	1 bedroom
20279	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20280	LEONARD J LINDSTROM	17 1/2 102 1963	PEPPERDINE	10	1 bedroom
20281	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20282	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20283	LEONARD J LINDSTROM	9 1/2 102 1963	PEPPERDINE	10	1 bedroom
20284	LEONARD J LINDSTROM	1523 1837 4TH	PEPPERDINE	10	1 bedroom
20285	LEONARD J LINDSTROM	76 STEVENS ST	PEPPERDINE	10	1 bedroom
20286	LEONARD J LINDSTROM	233 PEPPERDINE AVENUE	PEPPERDINE	10	1 bedroom
20287	LEONARD J LINDSTROM	1141 AMERICAN AVENUE 10TH & 11TH	PEPPERDINE	10	1 bedroom
20288	LEONARD J LINDSTROM	1146 VILLAGE GLEN	PEPPERDINE	10	1 bedroom

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS		COST PER UNIT
				RENTED	AVAILABLE	
28277	CLAUDETTE VITONOTTE	1217 PALMEN AVENUE	PITTSBURGH PA	13217	129	10,000.00
28278	RODOLFO V. LAMY	16 FAIRVIEW PLACE	POLKSBY HILL PA	76443	20	10,000.00
28279	LEE A. VILLEY	107 WOOD MURK 38 (V)	PIQUENE CITY PA	71221	53	10,000.00
28280	JULIETTE VITONOTTE	100 3 BUS 179	PIQUENE CITY PA	14723	16	10,000.00
28281	GUARANTEES C TRUST CO	7-3 102 1963	WILMINGTON DE	11609	4	3,000.00
28282	ROBERT V. VILLAS	713 1 74TH STREET	WILMINGTON DE	10021	16	15,000.00
28283	RETTAMENTE JECTS INC	1400 3 CALANDO AVE 172 L-1	WILMINGTON DE	12719	15	7,500.00
28284	PAULINE V. CALIPPA	12 950 BUSHWOOD ST	WILMINGTON DE	93634	4	3,000.00
28285	VERNA E. SMETT	4819 17TH FALLS	WILMINGTON DE	77217	26	25,000.00
28286	LESLY L. LEVINE	107 WOOD 38	WILMINGTON DE	14356	23	10,000.00
28287	ROBERT V. VILLAS	4027 N. TULINGOOD ST	WILMINGTON DE	11644	13	7,500.00
28288	DAVID FAYCO, TRUSTEE	1332 7TH & CALANDO LA	WILMINGTON DE	10499	21	10,000.00
28289	CAVCO FAYCO, TRUSTEE	2339 34TH & 7TH ST	WILMINGTON DE	12211	40	10,000.00
28290	RETTAMENTE JECTS INC	2349 34TH & 7TH ST	WILMINGTON DE	12719	11	5,000.00
28291	ROBERT J. ANTHONY	1400 CALANDO AVE STE L-1	WILMINGTON DE	14723	26	10,000.00
28292	ELIASCO STROPPING	1400 CALANDO PLACE	WILMINGTON DE	10021	16	15,000.00
28293	ROBERT J. VILLAS	1400 CALANDO ST.	WILMINGTON DE	11609	13	7,500.00
28294	MICHAEL SEMEDINO	1400 STEVENS AVENUE	WILMINGTON DE	12211	26	10,000.00
28295	STEPHEN C. MISTREY	1572 MONTFALCON AVENUE	WILMINGTON DE	91120	23	10,000.00
28296	ROBERT J. VILLAS	162 VILLAGEWALK SQUARE CENTER ELLICOTT POINT	WILMINGTON DE	91089	13	7,500.00
28297	PAUL L. QUINN	1772 SOUTH LEEA RD	WILMINGTON DE	10473	13	10,000.00
28298	ROBERT J. LEVINE	216 7TH & 38TH	WILMINGTON DE	11644	20	10,000.00
28299	ROBERT L. SAMSONYNAI	1400 N. 40TH STREET	WILMINGTON DE	11644	14	7,500.00
28300	GUARANTEES C TRUST CO	7-3 102 1963	WILMINGTON DE	11644	16	10,000.00
28301	ROBERT V. VILLAS	1772 6TH & 38TH	WILMINGTON DE	10473	23	10,000.00
28302	ROBERT V. VILLAS	7-3 102 1	WILMINGTON DE	11644	13	7,500.00
28303	ROBERT V. VILLAS	7-3 102 3	WILMINGTON DE	11644	13	7,500.00
28304	ROBERT V. VILLAS	7-3 102 4	WILMINGTON DE	11644	13	7,500.00
28305	ROBERT V. VILLAS	7-3 102 1963	WILMINGTON DE	11644	13	7,500.00
28306	ROBERT V. VILLAS	7-3 102 1963	WILMINGTON DE	11644	13	7,500.00
28307	ROBERT V. VILLAS	2200 ANDREW 4900	WILMINGTON DE	12211	14	10,000.00
28308	ROBERT V. VILLAS	400 LEEA LOUISE COUR	WILMINGTON DE	91089	24	10,000.00
28309	RETTAMENTE JECTS INC	1400 CALANDO AVE STE L-1	WILMINGTON DE	14723	26	10,000.00
28310	ROBERT J. VILLAS	1400 WOODS 38	WILMINGTON DE	10473	21	10,000.00
28311	ROBERT J. VILLAS	1400 16TH & 38TH	WILMINGTON DE	11644	27	10,000.00
28312	ROBERT J. VILLAS	15936 16TH & 38TH	WILMINGTON DE	10473	23	10,000.00
28313	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28314	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28315	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28316	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28317	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28318	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28319	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28320	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28321	ROBERT J. VILLAS	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28322	RETTAMENTE JECTS INC	17-3 102 1963	WILMINGTON DE	11644	23	10,000.00
28323	ROBERT J. VILLAS	21281 SOUNDVIEW AVENUE	WILMINGTON DE	11971	13	5,000.00
28324	ROBERT J. VILLAS	21410 37TH	WILMINGTON DE	10473	16	10,000.00
28325	ROBERT J. VILLAS	1400 CALANDO CT	WILMINGTON DE	11644	23	10,000.00
28326	GUARANTEES C TRUST CO	7-3 102 1963	WILMINGTON DE	11644	1	10,000.00

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP			UNITS	COST/UNIT	DESCRIPTION
			STATE	ZIP	PHONE			
00337	WINTERFET & TROPE	1270 BACH 1046				10	1,000.00	
00338	CHARANTIS C TRUST CO	9-3 102 1968				10	6,000.00	
00339	NEWTON T SISTER	4103 1 PINEGROVE LA				10	3,000.00	
00340	BLAND AND ASSOCIATES	6 ALBANEY 1034				10	3,000.00	
00341	WILLIAMS C FELTON	1012 MICHAEL 152440 34				10	1,000.00	
00342	CHARLES & SPOKINS	1044 4 1ST ST				10	1,000.00	
00343	BLAND CO JUST	1033 1040 1046				10	1,000.00	
00344	ERNEST & LINDA DE CICCO	6 AQUA 70 179427				10	1,000.00	
00345	CHARLES & SPOKINS	270 1027 25TH 179427				10	1,000.00	
00346	CHARLES & SPOKINS	1291 117 1046 10				10	1,000.00	
00347	CHARANTIS C TRUST CO	9-3 102 1968				10	1,000.00	
00348	CHARANTIS C TRUST CO	9-3 102 1968				10	1,000.00	
00349	CHARANTIS C TRUST CO	5211 4 26TH STREET				10	1,000.00	
00350	CHARANTIS C TRUST CO	1017 4 26TH STREET				10	1,000.00	
00351	CHARANTIS C TRUST CO	1040 1028 1046				10	1,000.00	
00352	CHARANTIS C TRUST CO	9-3 102 1968				10	1,000.00	
00353	JAMES C CORREA	1225 1880 1046				10	1,000.00	
00354	CHARANTIS C TRUSTEE	9-3 102 1968				10	1,000.00	
00355	CHARANTIS C TRUSTEE	1040 1028 1046				10	1,000.00	
00356	CHARANTIS C TRUSTEE	9-3 102 1968				10	1,000.00	
00357	CHARANTIS C TRUSTEE	1010 1040 1046				10	1,000.00	
00358	CHARANTIS C TRUSTEE	1100 1040 1046				10	1,000.00	
00359	CHARANTIS C TRUSTEE	1028 1040				10	1,000.00	
00360	CHARANTIS C TRUSTEE	1225 4 26TH STREET				10	1,000.00	
00361	CHARANTIS C TRUSTEE	1017 4 26TH STREET				10	1,000.00	
00362	CHARANTIS C TRUSTEE	1040 1028 1046				10	1,000.00	
00363	CHARANTIS C TRUSTEE	9-3 102 1968				10	1,000.00	
00364	CHARANTIS C TRUSTEE	1010 1040 1046				10	1,000.00	
00365	CHARANTIS C TRUSTEE	1100 1040 1046				10	1,000.00	
00366	CHARANTIS C TRUSTEE	1028 1040				10	1,000.00	
00367	CHARANTIS C TRUSTEE	1225 4 26TH STREET				10	1,000.00	
00368	CHARANTIS C TRUSTEE	1017 4 26TH STREET				10	1,000.00	
00369	CHARANTIS C TRUSTEE	1040 1028 1046				10	1,000.00	
00370	CHARANTIS C TRUSTEE	9-3 102 1968				10	1,000.00	
00371	CHARANTIS C TRUSTEE	1010 1040 1046				10	1,000.00	
00372	CHARANTIS C TRUSTEE	1100 1040 1046				10	1,000.00	
00373	CHARANTIS C TRUSTEE	1028 1040				10	1,000.00	
00374	CHARANTIS C TRUSTEE	1225 4 26TH STREET				10	1,000.00	
00375	CHARANTIS C TRUSTEE	1017 4 26TH STREET				10	1,000.00	
00376	CHARANTIS C TRUSTEE	1040 1028 1046				10	1,000.00	
00377	CHARANTIS C TRUSTEE	9-3 102 1968				10	1,000.00	
00378	CHARANTIS C TRUSTEE	1010 1040 1046				10	1,000.00	
00379	CHARANTIS C TRUSTEE	1100 1040 1046				10	1,000.00	
00380	CHARANTIS C TRUSTEE	1028 1040				10	1,000.00	
00381	CHARANTIS C TRUSTEE	1225 4 26TH STREET				10	1,000.00	
00382	CHARANTIS C TRUSTEE	1017 4 26TH STREET				10	1,000.00	
00383	CHARANTIS C TRUSTEE	1040 1028 1046				10	1,000.00	
00384	CHARANTIS C TRUSTEE	9-3 102 1968				10	1,000.00	

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS	TOTAL
				NUMBER	CONTRIBUTION
26370	SHERRY TITTY JR	1030A ADVENTURE LANE	CLINTONSBURG	74	\$1,000.00
26370	SHERRY TITTY JR	101 ADVENTURE LANE	CLINTONSBURG	74	\$1,000.00
26371	GUARANTEES C TRUST CO	101 10TH 1100	CLINTONSBURG	74	\$1,000.00
26372	GUARANTEES C TRUST CO	101 10TH 1100	CLINTONSBURG	74	\$1,000.00
26373	WILLIS CAPTION	134 ELEVEN 3111	CLINTONSBURG	74	\$1,000.00
26374	LOUANN & FISHER	23631 6 14TH STREET	CLINTONSBURG	74	\$1,000.00
26375	JANETTE & HINGEY	12293 ADENCRAMPT DRIVE	CLINTONSBURG	74	\$1,000.00
26376	CHUCKY & SMET	143 49	CLINTONSBURG	74	\$1,000.00
26377	LORETTA & VINCENT	1119 HOOVER AVENUE	CLINTONSBURG	74	\$1,000.00
26378	LT2 V MURKIN	4340 6 AMERICANA DRIVE	CLINTONSBURG	74	\$1,000.00
26379	ROSE JANE MELDRUM	3 HOLLY BERRY DRIVES	CLINTONSBURG	74	\$1,000.00
26380	REGGIE & JOELLA LOTT	24370 PARKSTYLER AVE	CLINTONSBURG	74	\$1,000.00
26381	TYSONS PEACOCK	110 CLOUDFOVER CR	CLINTONSBURG	74	\$1,000.00
26382	HELEN & HENRY	1400 TOLTECA	CLINTONSBURG	74	\$1,000.00
26383	JAMES & SHARPE	173 6 7TH ST APR 15 19	CLINTONSBURG	74	\$1,000.00
26384	GUARANTEES C TRUST CO	101 10TH 1100	CLINTONSBURG	74	\$1,000.00
26385	ROGER & SANTOSAS	45 MAGNOLIA AVENUE	CLINTONSBURG	74	\$1,000.00
26386	GUARANTEES C TRUST CO	101 10TH 1100	CLINTONSBURG	74	\$1,000.00

462 ITEM COUNT

FINAL TOTAL 7,169 14,782,100.00

ASBY'S LEASE PARTNERS 1981

(a Delaware Limited Partnership)

SCHEDULE A
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NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
HOLY CROSS M. S.	26-20 FRANCIS LEWIS BLVD	NEW YORK NY 11398	100	\$0,300.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	1	4,000.00
ALICE J KENNEDY	9319 W 40TH AV	DALLAS TX 75209	10	25,000.00
ROBERT J SHALDON	1 THOMAS DRIVE	MEMPHIS TN 38111	10	5,000.00
ROBERT C CHAMPAGNE MUSCHINS	30 BOPP LANE	ST. LOUIS MO 63131	10	5,000.00
JOHN A CONIGA	1200-CARRIE CT	LONGMONT CO 80501	10	5,000.00
DOROTHY SUNSET KELLEY	100 VACA CREEK WAY	REEDVILLE VA 22537	50	25,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	4	4,000.00
CAPE CODDER INC.	225 AARON ROAD	AARON NY 14007	10	5,000.00
WALLACE J ANDERSON	610 GETZVILLE ROAD	AMHERST NY 14226	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	3	3,000.00
GEORGE F REINHART	15 - 1 PINE CRESCE	SPRINGFIELD PINES NC 28319	10	5,000.00
RAYMOND C JACK	5900 PARK ROAD	CINCINNATI OH 45243	200	100,000.00
TERRY A ROCNA	7386 WEST CHESTER ROAD	WEST CHESTER PA 19381	10	5,000.00
FRANK J OTT	1209 CAPITOL	LINCOLN PARK IL 60464	20	10,000.00
RAYMOND B MAMES	728 S PLEASANT	ROYAL JAK NC 28067	30	15,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	100	50,000.00
ILLIAN L WEST	411 WEST GORDON STREET	DEL AIR MD 21014	10	5,000.00
JOSEA B COOK	228 - 03 139TH AVENUE	LAURELTON NY 11413	10	5,000.00
HELEN A BRENTENS	6015 W LAVONA AVENUE	THIENSVILLE WI 53092	20	10,000.00
TRUST CO OF AMERICA	P O BOX 1007	BOULDER CO 80306	1	1,500.00
EDWARD A SILVA	194 STILLWATER OK	CINCINNATI OH 45234	10	5,000.00
ERNEST J HESSE	ROUTE 3	GOVERNEUR NY 12842	20	10,000.00
EDWIN D SMALL	P O BOX 165	439TH AVONHAM ME 04062	10	5,000.00
EDWIN L BRACKNEY	P O BOX 169	WINDERMERE FL 32716	40	20,000.00
CAROL L YELIN	101 IVY COURT	CHAPEL HILL NC 27514	27	13,500.00
ROBERT C KETTLES	P O BOX 161	ENTERPRISE FL 32723	10	5,000.00
PAUL A DARDEN	157 A CUMAS DR	SUBURN AL 36830	10	5,000.00
ALFRED W PROBY	1147 BRYNMAWR ROAD	VILLINCVA PA 19085	50	25,000.00
CLARK V WILLIS	ROUTE 6	MANCHESTER NH 37755	20	10,000.00
DONALD J HABSBUR	2495 PARK RIDGE DRIVE	BLOOMFIELD HILLS MI 48013	10	5,000.00
NEWMAN P SUMMER JR	2495 CUTTER COURT	BERKELEY MI 48212	10	5,000.00
ME C WES GREGGIE MUNOZA	P.O. 1	FAIRFIELD CT 06435	40	20,000.00
JAMES A KING	3813 BLUEBIRD LANE	EDGARIA AL 36226	20	10,000.00
LINDSAY A GARDNER	8717 E 10TH	WICHITA KS 67206	50	25,000.00
LEONIE V YOUNG	2902 LOS ALFOS PL SW	ALBUQUERQUE NM 87105	10	5,000.00
ROBERT A WALLER	1910 MELTON CTX	LOS ANGELES CA 90017	10	5,000.00
BOY W HARRISON	9713 MAXINE	PICO RIVERA CA 90600	10	5,000.00
RETRO TRUST COMPANY	222 S CENTRAL AVE SUITE 200	CLAYTON MO 63105	3	1,500.00
RETIREMENT ACCTS INC	1400 S CALANOC AVE STE L-L	WINTER PARK FL 32789	115	57,500.00
HOPPE M LARSEN	660 ARABAY WAY	WINTER PARK FL 32789	20	10,000.00
JULIA E VALBUENA	1075 N BAY ROAD	AT DORAL FL 33157	20	10,000.00
JULIO E VALBUENA	P O BOX 307	AT DORAL FL 33157	20	10,000.00
RETIREMENT ACCTS INC	9885 SW 16 COURT	WINTER PARK FL 32789	100	50,000.00
JOHN F DODDNER JR	167 CEDARFIELD LANE	PLEASANTVILLE NY 10570	10	5,000.00
HAROLD S VILLI	6495 HUGHES BRANCH ROAD	HUNTINGTON NY 11701	10	5,000.00
EDWARD C ESTELLE JOHNSON	P O BOX 307	FOOT COLLINS CO 80522	10	5,000.00
SHARON L FOX	149 NORTH INVERWAY	PALMATIVE FL 32417	500	150,000.00
CARL BUEHLER III	1614 LARSEN LANE	ORLANDO FL 32817	40	20,000.00
DOUGLAS A LOGAN	6235 CRAN #203	DALLAS TX 75214	30	15,000.00
WALTER E MALLABA	P O BOX 1963	WILMINGTOM DE 19899	30	15,000.00
GUARANTEE C TRUST CO	1609 LAIT	EL PASO TX 79925	20	10,000.00
GLEB A INGHIE	BOX 30 E 4058 LAKE FOREST	LEROY IL 60453	20	10,000.00
STTO A JESSEKA	1711 STOVER STREET	FOOT COLLINS CO 80529	20	10,000.00
MARTHA DE BRUN	16687 VELD CO ROAD 122	CARR CO 80612	20	10,000.00
THELMA A PRANGE	16687 VELD COUNTY ROAD #122	CARR CO 80612	20	10,000.00
RAY J PRANGE	70 PINE ST - 10TH FLOOR	NEW YORK NY 10009	10	5,000.00
BRADFORD TRUST CO	70 PINE ST - 10TH FLOOR	NEW YORK NY 10009	10	5,000.00
BRADFORD TRUST CO	201 N OCEAN BLVD APT 703	ORLANDO BEACH FL 32804	10	5,000.00
ESTRUDIS M HOGANBY	1105 COSS DRIVE	GARLAND TX 75042	10	5,000.00
GEORGE L MARGARET CHARIS	13861 VANDENH ST NO 1	VAN NUYS CA 91411	10	5,000.00
IAN SIMS	9399 OATFIELDWOOD COURT	LEISLE IL 60532	10	5,000.00
LAUNCHING GULLY PARTNERS	1905 RIDGEWAY DRIVE	RETIREME LA 70062	10	5,000.00
ELCYO A THOMAS	P O BOX 1963	WILMINGTOM DE 19899	20	10,000.00
GUARANTEE C TRUST CO	299 RIVERSIDE DR PH 1	ORLANDO BEACH FL 32802	10	5,000.00
LORALYN DOROTHY ELLIISON	299 RIVERSIDE DR PH 1	ORLANDO BEACH FL 32802	10	5,000.00
SARBARA JAYME ELIASON	3339 WEST CALABARTH	CINCINNATI OH 45239	12	6,000.00
ROBERT A KIEGLER	36 BUCKLINE BLVD	HAVENTON NJ 07083	10	5,000.00
ESTELLE JOHNSON	1998 COOKS HILL ROAD	CENTRALIA PA 19031	10	5,000.00
CURTIS P HOPKINS	DAESELING APARTS 3100 2-610	CREEDS HILL PA 19026	10	5,000.00
HELEN C KESLER	2009 COTTERD AVENUE	LEVELAND CO 10537	20	10,000.00
RAY A McCUTCHEON				

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
ROBERT & CLARK	IMPERIAL SOUTHCAGE VILLA # 1668 LAKELAND	FL 33803	10	\$ 3,000.00
GUARANTEE & TRUST CO	50 BOX 3763	WILMINGTON DE 19899	45	22,500.00
GUARANTEE & TRUST CO	50 BOX 3963	WILMINGTON DE 19899	3	1,500.00
GUARANTEE & TRUST CO	50 BOX 3963	WILMINGTON DE 19899	43	20,000.00
GUARANTEE & TRUST CO	50 BOX 3963	WILMINGTON DE 19899	23	10,000.00
TRUST CO JP AND CO	50 BOX 1007	WILMINGTON DE 19899	6	2,000.00
GUARANTEE & TRUST CO	50 BOX 1007	WILMINGTON DE 19899	16	7,000.00
FRANK & LOSPAILLUTO	10 RUE FRANCIS POULENC	SANTENY FRANCE	9444-0	\$ 3,000.00
RONALD A RIZZO	6361 WILDCAT LANE	CONCORD CA 94021	20	10,000.00
LESLIE T MOORE	3291 26TH GARDENS LANE	ORLANDO FL 32808	20	10,000.00
CAROL A SCHULTE	16 EAST STREET	SPRINGFIELD MA 01152	30	15,000.00
RAY JAMES JR & TRUST	P O BOX 4	WEBSTER TX 77594	23	10,000.00
LEROY G LADIE	P O BOX 438	OZENSBURG NY 13069	20	10,000.00
LOUIS CIPOLLINA	24710 ROSENBOG	OAK PARK IL 60337	20	10,000.00
FRANCIS JR JP JR	P 3 902 2343	WILMINGTON DE 19899	21	10,000.00
ROBERT V WURZ	943 E GLENCOVE	MESA AZ 85201	10	5,000.00
EDWARD J MATHICAL	217 36TH 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
CPATRICK C WOOD	5130 BRETTANY DR S Apt 509	ST PETERSBURG FL 33719	10	5,000.00
VINCENT S STILES	P O BOX 370 SOC USA-3CT3	1807 GREEN AVE NC 27049	23	10,000.00
YANNI & SISOPA	926 PERNICKEN AVENUE	LAMSONALE PA 19446	18	1,000.00
FRANK TAIKES JR	3242 VEEB	DETROIT MI 48204	10	5,000.00
CAROLYN V SCHMIDHREYER	6 ENERGY LANE	CINCINNATI OH 45227	30	10,000.00
ROBERT J BASS	1230 S CHENEY HWY	TITUSVILLE FL 32780	10	5,000.00
JUAN M KELLY	1730 NE SECOND AVENUE	PORT LAUDERDALE FL 33303	10	5,000.00
IRVING MATHEWS	4386 BAINBRECK ROAD	UNIVERSITY HTS OH 44118	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	12	6,000.00
LOLA GESIENY	20 WEST 77 STREET 1-A	NEW YORK NY 10038	10	25,000.00
WART & GRANDALL	P O BOX 157	MARCO ISLAND FL 33937	10	5,000.00
RETIREMENT ACCT INC	P O BOX 3017	CENTER PARK FL 32790	16	7,000.00
RETIREMENT ACCT INC	P 3 BOX 3017	WINTER PARK FL 32790	8	4,000.00
GLENN & THOMPSON JR	P O BOX 673	WHITE SWAN WA 98129	110	50,000.00
JULIETTE C ELSON	13064 39TH NE	SEATTLE WA 98129	10	5,000.00
DR MCWILLEY JR TRENT	1517 8TH AVENUE	HUNTINGTON CT 25701	10	25,000.00
RONALD S CLOUGH	WICKED HILL LANE	AMHERST CT 06223	18	7,000.00
DR BERNARD JASH	P. O. BOX 1229	SOUTHFIELD MI 48079	10	5,000.00
JAMES G RABALAIS	1104 VILWA-LOIS AVENUE	PASADENA TX 77302	10	5,000.00
KAREN K ALINE	4712 EAST 13TH STREET	CHEYENNE WY 82001	10	5,000.00
GUARANTEE & TRUST CO	P 3 BOX 1963	WILMINGTON DE 19899	3	1,000.00
GUARANTEE & TRUST CO	P 3 BOX 1963	WILMINGTON DE 19899	3	1,000.00
WEST L CO	P O BOX 6	MINOON LA 71055	10	10,000.00
CHARLOTTE L HOLTJE	1806 SARATOGA COURT	RAETINE WI 53445	10	25,000.00
EDWARD C MC CARTHY	63 TUBBS TERRACE	WETHERSFIELD CT 06109	39	10,000.00
GERALD C GREEN	75 BERNKSHIRE ROAD	ROCKVILLE CENTER NY 11570	30	15,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	28	10,000.00
MATTHEW GOODMAN	947 LUCIA ROAD	PITTSBURGH PA 15221	20	10,000.00
VINCENT PICHON	9804 HIGHWAY 1	WAUSAU WI 54401	23	10,000.00
LYNN S PARNSHAWTH	1450 S OCEAN ROAD	WEST PALM BEACH FL 33401	10	5,000.00
JACK REILY	1500 N DIXIE HIGHWAY	CONCORD CA 94518	10	5,000.00
JEANETTE V MOORE	912 MASTINGS DRIVE	AMHA OH 45302	10	5,000.00
EVELYN C BROWNMAN	1301 BINGER ROAD	WILMINGTON DE 19899	10	5,000.00
RONALD L GUARANTE	140 EAST MARKET STREET	WILMINGTON DE 19899	26	12,000.00
THOMAS G HOLMAN	2908 WEST 9TH STREET	GARRETT CO 10031	10	5,000.00
LELENE S HUTCHINSON	177 EAST PRINCETON AVENUE	DENVER CO 80237	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	20	10,000.00
RUTH R MC GEE	2638 160TH E	BELLEVUE WA 98003	26	12,000.00
ARTHUR H JOSEPH	160 104 S VILLAGE DRIVE N	ST PETERSBURG FL 33702	20	10,000.00
ARTHUR J REARNGELS	BOX 33	MOUNTAIN LAKES NJ 07444	19	7,500.00
GUARANTEE & TRUST CO	P 3 BOX 1963	WILMINGTON DE 19899	3	1,000.00
THOMAS H AUSTIN	4451 LAKEES STREET	HONOLULU HI 96818	20	10,000.00
EILEEN C LENTZ	60 MACAOA AVENUE	LAKESIDE PARK NY 10117	10	5,000.00
GUARANTEE & TRUST CO	P O BOX 1963	WILMINGTON DE 19899	8	3,000.00
ROBERT H REIKET	P O BOX 23210	CAALAND CA 94612	20	10,000.00
CHARLES MPG CO PENSION FUND	55 ANDERSON AVENUE	MOONACHIE NJ 07074	20	10,000.00
LILLIAN C JOHNSON	12 ELM STREET	WOODSBURY NY 11777	50	25,000.00
ROBERT H COLEY	9322 CAPE LYTTE DRIVE	SARASOTA FL 33581	20	15,000.00
RUTH G URBANER	6129 TERRI LANE	LINCOLN NE 68502	20	10,000.00
LENEE L JEANS	961 PARK AVENUE	NEW YORK NY 10029	20	10,000.00
SHOLO HAG 357 346 PL	1423 EUBANK BLVD N E	ALBUQUERQUE NM 87112	10	10,000.00
GUARANTEE & TRUST CO		00000	10	5,000.00
RATHBURN R MATTHEW	6944 NEONSET AVENUE	ORALANDO FL 32805	10	5,000.00
ACROSS P CALLEN	9196 PENTON ROAD	DEEPFIELD CT 64411	10	5,000.00
ANNE SIEGERT	117 WILLCREST ROAD	SYRACUSE NY 13219	10	5,000.00
COLLY P MCGRATH	3304 CHEWOOD RD	ALBUQUERQUE NM 87111	10	5,000.00
MARYVIN & KESS	1293 MAC CORMACK	DACCNO CT 06116	10	5,000.00
LARRY C VIVIAN - LARRY	1674 LUCILLE COURT	MORNINGGLASS CT 06233	10	5,000.00
ANNE L ADAMS	220 PARKBROOK	AT COLLINS CT 06223	10	5,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
RAY L WELDING	1162 CRESTLINE DRIVE	COEUR D'ALENE ID 83814	10	\$1,000.00
BRUCE S WESTON	320 W HORNBEAK DRIVE	LONGWOOD FL 32750	20	10,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	5	2,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	5	2,500.00
CENA C BANK	1150 BURL SUN APPTS	COLUMBIA SC 29206	10	5,000.00
SYLVIA FANNEN	79-99 35TH AVENUE	JACKSON HEIGHTS NY 11372	10	5,000.00
CUSTODIANSHIP CLIA DE MEDICINA	P O BOX 1994	ROSWELL NM 88201	10	5,000.00
THOMAS W HAGINS	827 WAKEFIELD DR	CINCINNATI OH 45226	10	5,000.00
ROBERT C FISHER	150 EAST 69 STREET	NEW YORK NY 10021	10	5,000.00
ROUS CHAD	99-27 LAZNO STREET	FRESH MEADOW NY 11369	10	5,000.00
KENNETH R BISS	3999 60TH AVE. 3 APT 2	ST PETERSBURG FL 33711	10	5,000.00
EDWARD J KENN	110 PONCE DE LEON UNIT 10	DECATUR GA 30030	10	5,000.00
JUDITH L STONE	129 SATURN DRIVE	POB COLLINS CO 10525	10	7,500.00
OR 31100 NEWHAMS	1212 WALTER REED 10	FAVETTEVILLE NC 28306	40	20,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	32	16,000.00
PEGGY COLBERG	3201 PINE SPRING POINT APT 31	COCONUT CREEK FL 33066	20	10,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	40	20,000.00
ANTHONY T VITALE	494 50TH CENTER ROAD	NEWFIELD HEIGHTS NY 14143	10	5,000.00
JOSEPH LUMBERT	7004 FIFTH AVENUE APT 304	PITTSBURGH PA 15232	20	10,000.00
JOHN C LEWIS	214 WAVENTON DRIVE	HOUSTON TX 77024	20	10,000.00
LOUIS C C INEZ COOPER	2901 SOUTHERN DRIVE	LAUDERDALE LAKES FL 33311	20	10,000.00
RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32796	3	1,500.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	70	35,000.00
RETIREMENT CHARACTERS	12210 CARRINGTON PLACE	ST LOUIS MO 63131	20	10,000.00
SHANE F HENRY	41 CEDARWOOD DRIVE	PARLIN NJ 08854	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	10	5,000.00
MONICA BISHOP	239 EAST 79 STREET 10B	NEW YORK NY 10021	10	5,000.00
STACEY M BIRK TRUST	P O BOX 7003 REACH 207	BOSTON MA 02107	90	45,000.00
WALLACE K O'BRIEN	7009 GREYHULL AVENUE	CHEYENNE WY 82001	10	5,000.00
ST JOSEPH'S CHURCH	2009 VAN BUREN STREET	W HARRINGTON NC 27072	50	25,000.00
KATHARINE A JOHNSON	11 FRONT STREET	EVESVILLE VA 24533	30	15,000.00
JOHN H C GLORIA VAUGL	P O BOX 11244	TAHOE FL 33480	20	10,000.00
GEORGE A TAYLOR	12221 7TH AV	SEATTLE WA 98177	20	10,000.00
ROBERT H BERN	304 LANCISTER AVE	HATFIELD PA 19440	20	10,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	20	10,000.00
CLIFFORD L LINDG	702 WAKEFIELD LANE	WINTER SPRINGS FL 32704	20	10,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WILMINGTON DE 19899	20	10,000.00
JACINTA G FUTURUSKI	1997 REEDON DR	WILMINGTON DE 19899	10	5,000.00
PATRICIA G FUTURUSKI	1997 REEDON DRIVE	SELOVRA NY 14522	10	5,000.00
MICHAEL FUTURUSKI	P O BOX 476	SELOVRA NY 14522	10	5,000.00
CEBRAM C ENGLISH	2314 BARNES ROAD	FAVETTEVILLE NC 28302	10	5,000.00
CHARLES L CANTRELL	6950 SEAGATE TERRACE	WALNORTH NC 14644	10	5,000.00
LOUIS S LUCAS	470 BARNHALL LANE	MIAMI FL 33114	10	5,000.00
JAMES C BREWER	3314 POSSIBLLE AVENUE	HUNTINGDON VALLEY PA 19006	10	5,000.00
SUSANNA HOWARTH	226 3 70TH 3B	DUARMA NC 27757	10	5,000.00
RETIREMENT ACCTS INC	P O BOX 3017 SUITE L-2	NEW YORK NY 10021	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WINTER PARK FL 32790	10	5,000.00
ALLAN J STENCIL	1219 8TH STREET	WILMINGTON DE 19899	3	1,500.00
EDWARD RENWETH FINK	126 W PLANTATION CIRCLE	WAUSAU WI 54401	10	5,000.00
JOELPH GOODMAN	9717 WHITE HICKORY CIRCLE	PLANTATION FL 33324	70	35,000.00
ROBERT VATE BANK	P O BOX 31008	TAHOE FL 33319	50	25,000.00
RETIREMENT ACCTS INC	P O BOX 3017	LINCOLN NE 68501	10	5,000.00
RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	20	10,000.00
MARGARET M WALKER	214 CELESTE CIRCLE	WINTER PARK FL 32790	60	30,000.00
MELISSA COSS	9216 TULIP	CHAPEL HILL NC 27514	40	20,000.00
SELEEN FALKEN	2781 MGRTHMLN	DALLAS TX 75230	20	10,000.00
GUARANTEE C TRUST CO	P O BOX 1963	WESTLAKE OH 44145	20	10,000.00
THOMAS YUJI INAMOTO	7213 LAKESIDE DRIVE	WILMINGTON DE 19899	10	5,000.00
CELESTY S WOOLEY	9297 BIST LANE 4	INDIANAPOLIS IN 46226	10	5,000.00
WILLIAM PARASZENICH	7644 GARDENSHIRE	ST PETERSBURG FL 33709	10	5,000.00
GUARANTEE C TRUST CO	P O BOX 1963	DALLAS TX 75231	10	5,000.00
PLYMOUTH ONE NFTL	P O BOX 1963	WILMINGTON DE 19899	3	1,500.00
ROGER FOOL C 318 CO	33 PULLMAN STREET	EDGECATCH MA 02433	3	1,500.00
BLANCHE BISCHENBER	3544 S OCEAN BLDY APT 601	WORCESTER MA 01606	80	32,000.00
DAVID L STEPHENS	2221 S.H. 1ST AVE	PALM BEACH FL 33460	40	20,000.00
MCGRATH C 4400EN OHS	900 1 100 RICHARD ROAD	PORTLAND OR 97201	40	20,000.00
THESSA A BELL	9423 TRISTAN DR	BRISTOL PA 19007	40	20,000.00
HENRY L YOSS	SPIDER LAKE ROAD EAST	DOHENY CA 90240	32	16,000.00
EMOCHEM T 48373	900 HILLHAVEN TERRACE	HANCOCKSH WATERS NC 28553	30	15,000.00
RETIREMENT ACCTS INC	P O BOX 3017	EXCELSO NC 27573	30	15,000.00
DAVID C HART	2700 SOUTH GARDFIELD	WINTER PARK FL 32790	17	8,500.00
JAMES C BREWER	11113 OTTAWA DR	SEVENE CO 30210	15	7,500.00
GUARANTEE C TRUST CO	P O BOX 1963	OTTAWA CA 95375	11	5,500.00
RETIREMENT ACCTS	2994 34TH 4040	WILMINGTON DE 19899	9	4,500.00
KA C 4401 4404 1 RETIRE	1 318A 1010	EDGECATCH MA 02434	10	5,000.00
SHANE MELSTY BOSS	7222 PINEBROOK CIRCLE	PLAINVILLE CT 06062	10	5,000.00
GRANADA C 4404	3316 QUARRY DR	LAS VEGAS NV 89117	10	5,000.00
		FAVETTEVILLE NC 28303	10	5,000.00

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	\$,300.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	\$,300.00
LEWISON C BUCH CO	26259 #452 1/4 MILE	FRANKLIN WI 54023	10	\$,300.00
LUIS V J 8900W	2268 WOODSTOCK VILLAGE	SOUTHBURY CT 06484	10	\$,300.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	\$,300.00
PLATO B WILSON	930 WADASST ROAD	KENNEDY SQUARE PA 19540	10	\$,300.00
JUDY A CRON	22721 AVENUE 10	MADISON WI 53701	10	\$,300.00
EDWARD V SWAN	208 RIDGEHAVEN DRIVE	MORSEMANAOS NY 14465	10	\$,300.00
ESTATEMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	\$,300.00
SCARFETY GOLDWYN	1644 LARK LANE	CHERRY HILL NJ 08003	10	\$,300.00
PAUL & LARLENE FARNAN	1816 BROOKVIEW ROAD	PHILADELPHIA PA 19154	10	\$,300.00
LESBET C MOTO	2639 PARADISEVILLAGE WAY	LAS VEGAS NV 89120	10	\$,300.00
ROTH C JOSE NELSON	1763 S PILBERT COURT	DENVER CO 80222	10	\$,300.00
PLATINUM BANK	P O BOX 9963	WILMINGTON DE 19899	10	\$,300.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	\$,300.00
LAW C FLOWERLODS	6316 BEACHWAY DRIVE	TAMPA FL 33609	10	\$,300.00
SAMORA L SHAMBRAUSE	6944 PALMETTO LANE	ORLANDO FL 32807	10	\$,300.00
JAMES J BOIA	3149 WORTINGATE DRIVE	CINCINNATI OH 45211	10	\$,300.00
JOSEPH C REBECCA SACKS	1431 NW 17 LANE	PLANTATION FL 33322	10	\$,300.00
RONALD S ATCHAM	18030 LECHATEAU DRIVE	BRONXFIELD WI 53005	10	\$,300.00
GEORGE T KERFOOT	2743 LANCASTER	CALAMONIA CITY OH 73116	10	\$,300.00
CLINTON L BYNES	3447 ECUADORIAN WAY	CLEARWATER FL 33515	10	\$,300.00
CLIFFORD A KORNHO	1153 N BRIDGEVIEW DRIVE	TACOMA WA 98434	10	\$,300.00
PAUL LACOUTURE	16 BACON COURT	BROOKVILLE NY 10703	10	\$,300.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	\$,300.00
ROPER A LARSEN	1539 BELFAST COURT	EDOPRA AL 32703	10	\$,300.00
ESTLANO L PERRISON	12 BATHSGATE PLACE	PLEASANT HILL CA 94523	10	\$,300.00
ESTATEMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	\$,300.00
ESTATEMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	\$,300.00
JOHNIE P CAMPINA	1027 WEST 18TH STREET	URBAIN OH 44492	10	\$,300.00
ALFRED P CAMPINA	1027 WEST 13TH STREET	URBAIN OH 44492	10	\$,300.00
ELIZABETH MATT SCOTT	1713 VALMORA STREET	CAS VEGAS NV 89102	10	\$,300.00
EDWARD HELLINGHAUSEN	2637 SAN PAULI	DALLAS TX 75223	10	\$,300.00
MARGARET E BELL	994 ROCKINGBROOK LANE	PLANTATION FL 33324	10	\$,300.00
HECTOR J ENCHAUSETTEGUI, PO PC	4049 WEST 13 MILE ROAD	ROYAL JAM WI 49072	10	\$,300.00
IAN CUTTING	1908 E COUNTRY CLUB COURT	CHERRY HILL NJ 08003	10	\$,300.00
PATRICK G AC DUPREE	10440 SOUTH 40TH STREET	PHOENIX AZ 85064	10	\$,300.00
HENRY T YOSHINO	2200 LINCOLN AVENUE	ALLAMDA CA 94601	10	\$,300.00
LLISTO L KING	26 OXFORD STREET	YORWODA NY 13663	10	\$,300.00
LOIS S FORGERSON	NORTH 250 RAYMOND STREET	SPRINGE WA 99208	10	\$,300.00
ROBERT F PAUL	SOUTH MEADOW ROAD	SOUTHLAND NY 11971	10	\$,300.00
PETERSON H WALL, JR	C/C PAT BROWN LUMBER COMPANY	LEXINGTON NC 27292	10	\$,300.00
CARL V KERNS	P O BOX 1825	ANTHONY NM 86201	10	\$,300.00
ALAN S FITZGERALD	110 IMPERIAL COURT, APT 208	VANDALIA OH 45377	10	\$,300.00
JOT W 4980	123 WEST 8TH	MINONKA IL 61760	10	\$,300.00
ROBERT H BLACKWELL	3042 BLUEBIRD DRIVE	ORLANDO FL 32808	10	\$,300.00
ROBERT V SHANAHAN	2802 NORTH 97TH STREET	WAUSAU WI 54431	10	70,000.00
JAMES S TOBERTSON	4910 MALLIN HILL LANE	LAKELAND FL 32803	10	\$,300.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	2,000.00
HERVIE R BURBUSH	3833 WEST 6TH AVENUE	DENVER CO 80229	10	50,000.00
RAYNE P HORSE	3833 WILM. ROAD SW	ANGELVILLE TX 75919	10	20,000.00
WILBUR J NELSON, JR	283 SPRING STREET	MANCHESTER CT 06040	10	\$,300.00
ZIGGIE A CLARK	201 GOLDENHORN ROAD	PITTSBURGH PA 15237	10	\$,300.00
ELLEN C BARBARA HERT	530 MEDEA DRIVE	CAMPBELL OH 44635	10	\$,300.00
VICLA ACCH	171 NORTH MAIN STREET	PEAK RIVER NY 10595	10	20,000.00
LUCILLE S PATRICK	P O BOX 3044	GREENWOOD SC 27444	10	\$,300.00
JACQUELINE L BELL	P O BOX 1121	SITRA GA 99035	10	20,000.00
ELIZ H MILLER	41707 ROAD 222	CARMURST GA 31640	10	20,000.00
JACK P C DOROTHY LAMM	509 POLARIS DRIVE	MORGAN CITY LA 70304	10	12,000.00
ERNEST L KISER	38840 GLENVIEW DRIVE	PREMONT CA 94534	10	7,500.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	7,500.00
EDWARD WASSERMAN	29 WOODCHUCK ROAD	PLATTSBURG CT 06312	10	\$,300.00
LEWIS F PERIS	4026 NORTH SILVER HILL	JENKINTOWN PA 19044	10	\$,300.00
ROBERT DOLPH	400 N PELLA DR 871	SPACHE JUNCTION AZ 85220	10	10,000.00
EDWARD FOBILAS	309 CRIMSON DRIVE	MORRISTOWN TN 37814	10	\$,300.00
MURRAY H MULDOON	120 OCEAN	LINCASTER TX 75134	10	\$,300.00
JAMES V PERRY	420 PEACH WAY	BOULDER CO 80301	10	\$,300.00
JOHN P BROOKS	BOX 22	APT 314 FRANCISCO CA 94101	10	\$,300.00
JAMES TAYLORSKY	23790 HAZELNUT RD	SHAKER HEIGHTS OH 44122	10	\$,300.00
GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 19899	10	4,000.00

FINAL TOTAL 9,572 3,296,000.00

ARRY'S MASK PARTNERS 1981

(a Delaware Limited Partnership)

SCHEDULE A
PART 102

NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
CHARLES F. MILES	161 S 808 162	FRANKLINBORO	31	\$3,300.00
CHARLES W. MILES	RIVERSIDE DRIVE	PARCETTUCK	19	\$3,300.00
CHARLES L. MILES	7109 EVERGREEN	SCHOOLFIELD	19	\$3,300.00
CHARLES VERN MILES	11035 WEST FOREST HOME AVENUE	HALFS CLOTHERS	10	\$6,000.00
CHARLES W. MILES	12974 E PARKER RD P.O. BOX 188	PARKER	60	\$6,000.00
CHARLES W. MILES	6600 W 16TH STREET	ROCKFIELD	40	\$9,000.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTON	30	\$3,300.00
CHARLES W. MILES	23 BEECHTREE ROAD	1ST PROVIDENCE	20	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTOM	30	\$3,300.00
CHARLES W. MILES	7304 E 30TH STREET	SCOTTSDALE	12	\$6,000.00
CHARLES W. MILES	P.O. BOX 1	WEBSTER	30	\$3,300.00
CHARLES W. MILES	130 BEVERLY DRIVE	WILM PARK	10	\$3,300.00
CHARLES W. MILES	121 FAIRFIELD AVENUE	WINTER PARK	10	\$3,300.00
CHARLES W. MILES	11 AUBURN DRIVE	WING NORTH	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 3017	WINTER PARK	10	\$3,300.00
CHARLES W. MILES	4407 SITES WAY	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	1720 SHADYWOOD TRAIL	CASSELTON	10	\$3,300.00
CHARLES W. MILES	3628 DEDE AVENUE SW	IVERNESS	10	\$3,300.00
CHARLES W. MILES	6023 S VERDE TRAIL 3001	SOUL MARTH	10	\$3,300.00
CHARLES W. MILES	16 200 BARLOW MOUNTAIN RD 10	ROGERSFIELD	10	\$3,300.00
CHARLES W. MILES	1319 SW 33	OKLAHOMA CITY	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTON	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	BURTON	40	\$3,300.00
CHARLES W. MILES	123 NORTH 57TH ST	SEATTLE	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 739	LEAGUE CITY	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 126	WALLACE	10	\$3,300.00
CHARLES W. MILES	129 VICTORIA DR 149	STATESVILLE	10	\$3,300.00
CHARLES W. MILES	611 MILLDALE	WASHINGTON	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 7003	BOSTON	40	\$3,300.00
CHARLES W. MILES	263 PIERCE	CARLISLE	10	\$3,300.00
CHARLES W. MILES	14234 GRANDVIEW	DETROIT	10	\$3,300.00
CHARLES W. MILES	10194 DAWSON	CAROLIN CITY	10	\$3,300.00
CHARLES W. MILES	210 18TH AVENUE DRIVE	ROCHESTER	10	\$3,300.00
CHARLES W. MILES	3981 18TH AVENUE DRIVE	ROCKY RIVER	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 3017	WINTER PARK	10	\$3,300.00
CHARLES W. MILES	416 LYNNHAVEN DR	WILMINGTON	10	\$3,300.00
CHARLES W. MILES	9114 VAN BUREN RD 10	SEASIDE BEACH	10	\$3,300.00
CHARLES W. MILES	9119 VAN BUREN RD 10	SEASIDE BEACH	10	\$3,300.00
CHARLES W. MILES	9033 P.O. 40	SEASIDE BEACH	10	\$3,300.00
CHARLES W. MILES	229 PELL STREET	SEASIDE	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 120	SEASIDE	10	\$3,300.00
CHARLES W. MILES	922-8 E MICHIGAN	SEASIDE	10	\$3,300.00
CHARLES W. MILES	19107 CLETON	SEASIDE	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	SEASIDE	10	\$3,300.00
CHARLES W. MILES	3117 S EAST HILL RD 1014	SEASIDE	10	\$3,300.00
CHARLES W. MILES	2901 SURF ST 104	SEASIDE	10	\$3,300.00
CHARLES W. MILES	4930 PRESTONITE DRIVE	SEASIDE	10	\$3,300.00
CHARLES W. MILES	1931 LYNNMOTON COMMON	SEASIDE	10	\$3,300.00
CHARLES W. MILES	HIGHWAY 113	HUNTERSVILLE	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	12934 NE 128TH PLACE	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	404 CALIFORNIA AVENUE	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	2320 SALISBURY RD	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 3017	WINTER PARK	10	\$3,300.00
CHARLES W. MILES	78 MCNURRAY	WICHITMO	10	\$3,300.00
CHARLES W. MILES	STATE ST. 1A C TRUST	BOSTON	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	312 VANDA DR	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	733 VALNEY LANE	WILMINGTOM	10	\$3,300.00
CHARLES W. MILES	11616 GATES HILL DR	XNOXVILLE	10	\$3,300.00
CHARLES W. MILES	3711 FREIGHT DRIVE	DURHAM	10	\$3,300.00
CHARLES W. MILES	619 ONTARIO	SHREVEPORT	10	\$3,300.00
CHARLES W. MILES	1040 S SUPERIOR ST	ATLANTA	10	\$3,300.00
CHARLES W. MILES	204 LAKEVIEW AVE S	ST. PETERSBURG	10	\$3,300.00
CHARLES W. MILES	177 SAN JUAN DR BOX 109	PINTA VEGA	10	\$3,300.00
CHARLES W. MILES	46 REYNOLDS RD 10	WEST SENECIA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	23991 S COOLIDGE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3209 WHITE OAK DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	7934 LEGUEA	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1601 LASALLE AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1225 RAILROAD DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2315 PARK AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	5903 ORANGE VALLEY AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1215 121ST PLACE SE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1140 TIMSAGE DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	161 S 808 162	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VICTORIA DR 149	ATLANTA	10	\$3,300.00
CHARLES W. MILES	121 FAIRFIELD AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	11 AUBURN DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 3017	ATLANTA	10	\$3,300.00
CHARLES W. MILES	4407 SITES WAY	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1720 SHADYWOOD TRAIL	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3628 DEDE AVENUE SW	ATLANTA	10	\$3,300.00
CHARLES W. MILES	6023 S VERDE TRAIL 3001	ATLANTA	10	\$3,300.00
CHARLES W. MILES	16 200 BARLOW MOUNTAIN RD 10	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1319 SW 33	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	123 NORTH 57TH ST	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 739	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VICTORIA DR 149	ATLANTA	10	\$3,300.00
CHARLES W. MILES	611 MILLDALE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 7003	ATLANTA	10	\$3,300.00
CHARLES W. MILES	263 PIERCE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	14234 GRANDVIEW	ATLANTA	10	\$3,300.00
CHARLES W. MILES	10194 DAWSON	ATLANTA	10	\$3,300.00
CHARLES W. MILES	210 18TH AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	440 CALIFORNIA AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2320 SALISBURY RD	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VANDA DR	ATLANTA	10	\$3,300.00
CHARLES W. MILES	733 VALNEY LANE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	11616 GATES HILL DR	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3711 FREIGHT DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	619 ONTARIO	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1040 S SUPERIOR ST	ATLANTA	10	\$3,300.00
CHARLES W. MILES	204 LAKEVIEW AVE S	ATLANTA	10	\$3,300.00
CHARLES W. MILES	177 SAN JUAN DR BOX 109	ATLANTA	10	\$3,300.00
CHARLES W. MILES	46 REYNOLDS RD 10	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	23991 S COOLIDGE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3209 WHITE OAK DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	7934 LEGUEA	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1601 LASALLE AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1225 RAILROAD DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2315 PARK AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	5903 ORANGE VALLEY AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1215 121ST PLACE SE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1219 121ST PLACE SE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1140 TIMSAGE DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	161 S 808 162	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VICTORIA DR 149	ATLANTA	10	\$3,300.00
CHARLES W. MILES	611 MILLDALE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 7003	ATLANTA	10	\$3,300.00
CHARLES W. MILES	263 PIERCE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1040 CALIFORNIA AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2320 SALISBURY RD	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VANDA DR	ATLANTA	10	\$3,300.00
CHARLES W. MILES	733 VALNEY LANE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	11616 GATES HILL DR	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3711 FREIGHT DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	619 ONTARIO	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1040 S SUPERIOR ST	ATLANTA	10	\$3,300.00
CHARLES W. MILES	204 LAKEVIEW AVE S	ATLANTA	10	\$3,300.00
CHARLES W. MILES	177 SAN JUAN DR BOX 109	ATLANTA	10	\$3,300.00
CHARLES W. MILES	46 REYNOLDS RD 10	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	23991 S COOLIDGE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3209 WHITE OAK DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	7934 LEGUEA	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1601 LASALLE AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1225 RAILROAD DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2315 PARK AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	5903 ORANGE VALLEY AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1215 121ST PLACE SE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1219 121ST PLACE SE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1140 TIMSAGE DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	161 S 808 162	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VICTORIA DR 149	ATLANTA	10	\$3,300.00
CHARLES W. MILES	611 MILLDALE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 7003	ATLANTA	10	\$3,300.00
CHARLES W. MILES	263 PIERCE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1040 CALIFORNIA AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2320 SALISBURY RD	ATLANTA	10	\$3,300.00
CHARLES W. MILES	129 VANDA DR	ATLANTA	10	\$3,300.00
CHARLES W. MILES	733 VALNEY LANE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	11616 GATES HILL DR	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3711 FREIGHT DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	619 ONTARIO	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1040 S SUPERIOR ST	ATLANTA	10	\$3,300.00
CHARLES W. MILES	204 LAKEVIEW AVE S	ATLANTA	10	\$3,300.00
CHARLES W. MILES	177 SAN JUAN DR BOX 109	ATLANTA	10	\$3,300.00
CHARLES W. MILES	46 REYNOLDS RD 10	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	23991 S COOLIDGE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	3209 WHITE OAK DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	7934 LEGUEA	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1601 LASALLE AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	1225 RAILROAD DRIVE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	2315 PARK AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	5903 ORANGE VALLEY AVENUE	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,300.00
CHARLES W. MILES	P.O. BOX 1963	ATLANTA	10	\$3,3

NAME	ADDRESS	CITY / STATE / ZIP	UNITS	PURCHASED	CAPITAL	
PAUL F TATI	1100 S DELANEY APT C-22	ORLANDO	32968	13	\$,340,000	
PE TIG TRUST CO	122 S CENTRAL AVENUE SUITE 200 ST LOUIS	MO	93133	3	1,500,000	
ROBERT STRAKE	6200 BISCAYNE BLVD	MIAMI	FL	33137	10	9,000,000
ROBERT S SCOTT JOSS, TRUSTEE	1601 HORSESHOE DRIVE	PUEBLO	CO	81001	23	13,000,000
ROBERT W HARRIS	119 CENTRAL PARK WEST PAT 3-6 NEW YORK	NY	10023	20	10,000,000	
ROBERT A SCHAFFER	68 WESTBROOK ROAD	SOUTHBURY	CT	11787	33	10,000,000
ROBERT HOWITT	134 LAFAYETTE ST	DENVER	CO	10213	10	9,000,000
ROBERT F LIGGIO	9621 SE 16TH	BELLEVUE	WA	94064	20	10,000,000
STATE OF BR C TRUST	P O BOX 5003	BOSTON	MA	02147	100	10,300,000
CHESTER R VILES	1610 W MARBLESS	LA MESA	CA	90431	30	20,000,000
LETTERMAN & SPECTS INC	P O BOX 3017	WINTER PARK	FL	32790	1	1,500,000
CLORIA TABENA	13 CHESTERAE ROAD	SETHLAGE	NY	11714	23	10,000,000
PAUL WELCH	510 LAKESIDE AVE	BUSTIS	FL	32726	75	17,300,000
CHARLES W C TRUST CO	7195 WESTMORELAND AVENUE	ST LOUIS	MO	81130	20	10,000,000
VICTORIA L COX	P O BOX 1963	WILMINGTOM	DE	19994	20	10,000,000
ROBERT TRUST CO	8740 SHORE ROAD	GREENWICH	CT	16830	10	9,000,000
ROBERT F GREGGWOOD	644 SHERMAN ST	NEW YORK	CT	30203	10	9,000,000
ROBERT H WAGENHORN	1630 MANHATTAN ROAD	NEW YORK	NY	64103	10	9,000,000
ROBERT H WAGENHORN	100 RIVERSIDE DR APT 100	NEW YORK	NY	10024	93	10,000,000
ROBERT J STANZIOLI	1316 ISABEL DRIVE	WILMINGTOM	DE	19997	10	7,500,000
ROBERT J STANZIOLI	P O BOX 9963	WILMINGTOM	DE	19999	15	7,500,000
ROBERT J STANZIOLI	40 BACON STREET	WINCHESTER	MA	01840	23	10,000,000
ROBERT J STANZIOLI	204-12 10270 AVENUE SE	WEST	WA	10031	13	6,500,000
ROBERT J STANZIOLI	14923 CASCIO LAN WAY	LYNNWOOD	WA	90306	20	10,000,000
ROBERT J STANZIOLI	1929 9TH AVENUE 4 E NORTH	NEW YORK CITY	NY	10025	20	20,000,000
ROBERT J STANZIOLI	4727 42ND AV	NEW YORK	NY	10022	20	10,000,000
ROBERT J STANZIOLI	1327 FIFTH AVENUE 4 E NORTH	NEW YORK	NY	10023	10	9,000,000
ROBERT J STANZIOLI	P O BOX 912	WILMINGTOM	DE	16241	10	9,000,000
ROBERT J STANZIOLI	81170 LENDA	SPokane	WA	99230	10	9,000,000
ROBERT J STANZIOLI	736 SOUTH 700 EAST	SPokane	WA	10057	10	9,000,000
ROBERT J STANZIOLI	P O BOX 1997	SPokane	WA	92203	2	2,000,000
ROBERT J LEVY	7300 E KIRKLAND STREET	SCOTTSDALE	AZ	19291	100	10,000,000
ROBERT J CHRIST PHYSICIANS LT	997 W CATALINA DRIVE	PHOENIX	AZ	19013	10	25,000,000
ROBERT J BLOCH	1297-4 EAST MARYLAND	PHOENIX	AZ	19014	20	10,000,000
ROBERT J BLOCH	612 W 7TH AVENUE	PHOENIX	AZ	19007	20	10,000,000
ROBERT J BLOCH	7206 CHICKORY CIRCLE	PHOENIX	AZ	19004	20	10,000,000
ROBERT J BLOCH	7309 14TH AVE NW	SEATTLE	WA	16117	20	10,000,000
ROBERT J BLOCH	1209 W 32ND ST	WHEELING	PA	17110	10	9,000,000
ROBERT J BLOCH	107 ELIZABETH AVENUE	WILMINGTON SPRINGS	DE	32701	20	20,000,000
ROBERT J BLOCH	19732 35TH AV	SEATTLE	WA	16155	15	17,000,000
ROBERT J BLOCH	P O BOX 3017	WINTER PARK	FL	32770	20	10,000,000
ROBERT J BLOCH	3749 FOOTE 10X L	LEWIS	FL	16143	20	10,000,000
ROBERT J BLOCH	2101 COUNTRY CLUB DR	SYSTIS	FL	12726	20	10,000,000
ROBERT J BLOCH	200 WEST 94TH ST 10	NEW YORK	NY	10019	20	10,000,000
ROBERT J BLOCH	100 HOWARD PARK DRIVE	SYMELY	FL	17873	12	6,000,000
ROBERT J BLOCH	17118 LEONARD ST	SYRACUSE	NY	16201	10	9,000,000
ROBERT J BLOCH	331 W CINCINNATI APT 1	16154	10	9,000,000		
ROBERT J BLOCH	6429 NO WEST	SYRACUSE	NY	93705	10	9,000,000
ROBERT J BLOCH	P O BOX 1963	WILMINGTOM	DE	19844	10	9,000,000
ROBERT J BLOCH	P O BOX 1963	WILMINGTOM	DE	19849	10	9,000,000
ROBERT J BLOCH	644 WILMINGTON	WILMINGTOM	DE	16111	10	9,000,000
ROBERT J BLOCH	P O BOX 2	WILMINGTOM	DE	13053	10	9,000,000
ROBERT J BLOCH	P O BOX 1943	WILMINGTOM	DE	17344	7	3,500,000
ROBERT J BLOCH	109 HOWARD AVENUE	WILMINGTOM	DE	39943	60	20,000,000
ROBERT J BLOCH	9114 37TH ST	WILMINGTOM	DE	12127	12	9,000,000
ROBERT J BLOCH	PTX 2124	WILMINGTOM	DE	12115	10	9,000,000
ROBERT J BLOCH	P O BOX 1963	WILMINGTOM	DE	19999	1	1,500,000
ROBERT J BLOCH	9911 W 97 COURT	WILMINGTOM	DE	13221	20	10,000,000
ROBERT J BLOCH	23770 LITCHFIELD RD	WILMINGTOM	DE	44122	10	9,000,000
ROBERT J BLOCH	P O BOX 1943	WILMINGTOM	DE	14499	1	2,000,000
ROBERT J BLOCH	2367 LIMA PLACE	WILMINGTOM	DE	16151	10	9,000,000
ROBERT J BLOCH	1729 BLOX ST	WILMINGTOM	DE	12494	10	9,000,000
ROBERT J BLOCH	1920 BLOX AVENUE	WILMINGTOM	DE	12701	20	10,000,000
ROBERT J BLOCH	609 COLBY STREET	WILMINGTOM	DE	12750	20	10,000,000
ROBERT J BLOCH	120 W HORNBEAM DRIVE	WILMINGTOM	DE	19849	20	10,000,000
ROBERT J BLOCH	P O BOX 1963	WILMINGTOM SPRINGS	DE	16701	20	10,000,000
ROBERT J BLOCH	108 BOSTON AVENUE SUITE 200	AVON PARK	FL	13845	10	9,000,000
ROBERT J BLOCH	2390 BEACH DRIVE SUITE 109	AVON PARK	FL	13845	10	9,000,000
ROBERT J BLOCH	2390 BEACH DRIVE SUITE 109	WILMINGTOM	DE	19844	60	100,000,000
ROBERT J BLOCH	P O BOX 1963	WILMINGTOM	DE	54601	50	25,000,000
ROBERT J BLOCH	229 E VILLAGE	WILMINGTOM	DE	19138	50	25,000,000
ROBERT J BLOCH	7194 INDIAN VALLEY COURT	WILMINGTOM	DE	16138	50	25,000,000
ROBERT J BLOCH	629 SE 19TH AVENUE APT 104	WILMINGTOM	DE	16138	50	25,000,000
ROBERT J BLOCH	11 SE 34TH	WILMINGTOM	DE	16138	50	25,000,000
ROBERT J BLOCH	P O BOX 1963	WILMINGTOM	DE	19844	1	5,000,000
ROBERT J BLOCH	10 11 100 58	GREENFIELD CENTER	NY	12933	1	5,000,000
ROBERT J BLOCH	112 HARVEST 40	CHERRY HILL	NJ	13002	10	9,000,000
ROBERT J BLOCH	1633 MACARTHUR DRIVE	ORLANDO	FL	12808	10	9,000,000
ROBERT J BLOCH	2601 AND 148CA	ORLANDO	FL	12804	10	9,000,000
ROBERT J BLOCH	1101 VASSAR ST	ORLANDO	FL	12804	10	9,000,000
ROBERT J BLOCH	P O BOX 1963	ORLANDO	FL	12804	10	9,000,000
ROBERT J BLOCH	109 BEECHWOOD FARMS	ORLANDO	FL	17564	20	10,000,000
ROBERT J BLOCH	1620 MONTICELLO LANE	ORLANDO	FL	11137	20	10,000,000
ROBERT J BLOCH	2111 CLARISON PLAZA COURT	ORLANDO	FL	11137	20	10,000,000
ROBERT J BLOCH	1791 SW 18TH AVENUE	ORLANDO	FL	13825	10	9,000,000

NAME	4004833	CITY / STATE / ZIP	UNITS	CAPITAL
			Purchased	Contribution
VICTORIA HARVEY	210 WEST 1500 SOUTH #27	PROVO	47	13,000.00
STATE OF AK & TRUST	4 3 BOX 5003	IRVING	23	13,000.00
ESTATE OF ERIC	4 3 BOX A	IRVING	23	13,000.00
ELLENOR KELSON	4 3 BOX 406	IRVING	40	10,000.00
FRANK & FRANCES BAUER	1809 FALASTONE LANE	IRVINGTON	23	10,000.00
JO ANN GOSSELIN	250 DELAWARE ST	IRVINGTON	23	10,000.00
CAUREL F KAY	158 EOLSON DR	IRVINGTON	23	10,000.00
JAMES C ANDWOOD	33 3RD STREET	IRVINGTON	13	9,000.00
PAUL F APUSZ	3503 SOUTH 30TH STREET	IRVINGTON	47	9,000.00
GENALO L SHIPMAN	1612 BELMONT	IRVINGTON	47	9,000.00
JOE & SARAH J WALEVSKY	277 400 CLAY ST APT 203	LAUREL	40	8,000.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
HERMEST & TECIAS CO	300 N CENTRAL AVE	WILMINGTON	38	2,500.00
JEANETTE & MILLER TRUSTEE	2105 CACTUS CT NBR 1	WILMINGTON	38	2,500.00
VICTORIA HARVEY	210 WEST 1500 SOUTH #27	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
WILDEO ENGLER	1280 38TH AVENUE	WILMINGTON	38	2,500.00
PHILIP J PINTOROWSKI	1926 LAKESHORE RD	WILMINGTON	38	2,500.00
LAWY P JAGINSKI	ROUTE 6	WILMINGTON	38	2,500.00
DALE G ARNOAL	1991 WEST APACHE CT	WILMINGTON	38	2,500.00
WILDEO J SCHICKLER	1979 BELLE	WILMINGTON	38	2,500.00
ATTIRENT INC	4 3 BOX 3017	WILMINGTON	38	2,500.00
JOHN C PEARSON	665 1/2 WEBSTER AVE	WILMINGTON	38	2,500.00
GENALO L MEHANUEZ	711 ANSTROM AVENUE APT 4W	WILMINGTON	38	2,500.00
GENALO L MEHANUEZ	8 KINGS RD#3	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
LAUREN C HANGAN	210 S GOLF BLVD	WILMINGTON	38	2,500.00
ROTHS G PINGAN	210 S GOLF BLVD	WILMINGTON	38	2,500.00
WILDEO F TAY	1 WHEATMILL PLACE	WILMINGTON	38	2,500.00
HERMEST & TECIAS SCHRIER	800 NE 169TH PLACE	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	9 3 BOX 1963	WILMINGTON	38	2,500.00
JOHN & JOSEPHINE SCHLANK	2626 STIRRUP LANE	WILMINGTON	38	2,500.00
ELIZABETH VILLER	3810 BEL PRE ROAD APT 2	WILMINGTON	38	2,500.00
WILDEO F EXELTON	349 EAST 10TH	WILMINGTON	38	2,500.00
WHITEY J WHITE	1640 IVY LANE	WILMINGTON	38	2,500.00
WILDEO CHASE LICKER JR	337 GLEN AVE	WILMINGTON	38	2,500.00
WILDEO CENTRAL BANK	4 3 BOX A	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
WES. INC.	3410 GLAZ OCEAN DRIVE	WILMINGTON	38	2,500.00
WHITEY C JANE SWAPP	1103 MARY HILL PARK	WILMINGTON	38	2,500.00
WHITEY J WILSON	1701 LYTTLENSVILLE RD#3	WILMINGTON	38	2,500.00
WHITEY F KRABILL	209 WOODLAND AVE	WILMINGTON	38	2,500.00
WES. PROD CO	13437 PAINTERAC 1000 LANE	WILMINGTON	38	2,500.00
WHITEY G THERRY	7313 POI CIRCLE	WILMINGTON	38	2,500.00
WHITEY J JONES	920 KING	WILMINGTON	38	2,500.00
WHITEY J STEVENSON	21041 9TH PLACE SOUTH	WILMINGTON	38	2,500.00
WHITEY V ISPER	2525 POBOOM DRIVE	WILMINGTON	38	2,500.00
WHITESS PRODUCE CO	80X 810	WILMINGTON	38	2,500.00
WHITEY A LENGJ	702 HEATHER LANE	WILMINGTON	38	2,500.00
WHITEY A WACOMBE	109 BICKBAR COURT	WILMINGTON	38	2,500.00
WHITEY B THERRY	7313 POI CIRCLE	WILMINGTON	38	2,500.00
WHITEY B THERRY	6728 LAKA 41068 CIRCLE	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
WHITEY H LAMBERT	1119 WISTARIA PARKWAY	WILMINGTON	38	2,500.00
WHITEY SCHNEIDER	6728 LAKA RIDGE CIRCLE	WILMINGTON	38	2,500.00
WHITEY E STROSS	4715 BAY ST #6 3106 300 APT 105 ST PETE 33704	WILMINGTON	38	2,500.00
WHITEY E HASH	346 CONESTOGA RD	WILMINGTON	38	2,500.00
WHITEY F BACKUS	2761 2ND AVE SOUTH	WILMINGTON	38	2,500.00
CECILIA A WHITE	4 3 BOX 53 1700P&40 40	WILMINGTON	38	2,500.00
WHITEY H TRUST	4 3 BOX A	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
GUARANTEES & TRUSTEE	4 3 BOX 1963	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
WHITEY S MACFARLAND	3349 164TH PLACE NE	WILMINGTON	38	2,500.00
JACQUELINE E BELL	4 3 BOX 1121	WILMINGTON	38	2,500.00
WHITEY W MCLEVERIN	105 W HOSPITAL DRIVE	WILMINGTON	38	2,500.00
WHITEY L EHORN	2101 WALNUT STREET	WILMINGTON	38	2,500.00
WHITEY K KASPER	13807 CASTLE	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
JANE HARVEY	5117 SEA BELL ROAD #1011	WILMINGTON	38	2,500.00
PAULY V FERGUSON	6901 GOLDEN HORSESHOE DRIVE	WILMINGTON	38	2,500.00
WHITEY K STROUSE	110 LEISURE BLVD	WILMINGTON	38	2,500.00
WHITEY K STROUSE	270 AVENUE	WILMINGTON	38	2,500.00
WHITEY K STROUSE	31313 42ND PLACE S.W.	WILMINGTON	38	2,500.00
WHITEY K STROUSE	2231 VERNON DR.	WILMINGTON	38	2,500.00
WHITEY K STROUSE	301 MAIN STREET	WILMINGTON	38	2,500.00
SUSAN R KAUFMAN	6907 BUCKLEY LANE	WILMINGTON	38	2,500.00
WHITEY K STROUSE	16 HIGHBURY COURT	WILMINGTON	38	2,500.00
WHITEY K STROUSE	2504 JOYCE LANE	WILMINGTON	38	2,500.00
WHITEY K STROUSE	20 2 CEDAR ROAD	WILMINGTON	38	2,500.00
GUARANTEES & TRUST CO	4 3 BOX 1963	WILMINGTON	38	2,500.00
WHITEY K STROUSE	2 FOREST ROAD	WILMINGTON	38	2,500.00

NAME	4000033	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
PLATINUM FINANCIAL INC	4 3 828 1947	SPRINGFIELD	46 02403	10,000.00
PROGRESSIVE GLASS INC	24 HOPEFULL LANE	CARNEGIE	47 12831	25,000.00
PROGRESSIVE HOLDINGS	11-101 EAGENCY PARK 1073	GLENS FALLS	47 12801	1,000.00
PROGRESSIVE INVEST	4001 COLLINS AVE 107 3Y	SAU MARSH	47 13156	70,000.00
PROGRESSIVE INVEST	5718 ROUTE BOX 293	GLENS FALLS	47 12931	10,000.00
PROGRESSIVE INVEST	9 3 PMB 1976L	ORLANDO	47 12849	10,000.00
PROGRESSIVE INVEST	9613 WASHINGTON 10240	PHENIX CITY	47 10713	10,000.00
PROGRESSIVE INVEST	118 STEPHEN STREET	LEVITTOWN	47 11978	10,000.00
PROGRESSIVE INVEST	ROUTE 3 BOX 30	PELHAM	47 49613	10,000.00
PROGRESSIVE INVEST	1910 MCKEY BARK LANE	PLATTEVILLE	47 14013	10,000.00
PROGRESSIVE INVEST	933 S WESTWOOD	LOS ANGELES	CA 90020	10,000.00
PROGRESSIVE INVEST	9700 PEASLE BEACH	SL 9433	73 77912	10,000.00
PROGRESSIVE INVEST	424-3810TH DRIVE	PLANT SPRINGS	AL 35164	10,000.00
PROGRESSIVE INVEST	332 WEST GREEN STREET	MONROEVILLE	AL 90108	10,000.00
PROGRESSIVE INVEST	35 WOODLAND AVENUE	MONTGOMERY	47 10738	10,000.00
PROGRESSIVE INVEST	1675 MM 47TH AVENUE	NEW YORK	AL 13432	10,000.00
PROGRESSIVE INVEST	776 BERNELAY STREET	NEW YORK	AL 13431	10,000.00
PROGRESSIVE INVEST	7903 HOLYNS ISLAND 10240	OLYMPIA	47 94403	10,000.00
PROGRESSIVE INVEST	4029 SHORE BLVD S	ORLANDO	47 13787	10,000.00
PROGRESSIVE INVEST	2806 S LAMAR STREET	DENVER	CO 80227	10,000.00
PROGRESSIVE INVEST	2893 31HS STREET	DEMAREST	CO 80215	10,000.00
PROGRESSIVE INVEST	1929 PASS 1 GRILLE 947 107 LT	ST. PETE BEACH	FL 13704	10,000.00
PROGRESSIVE INVEST	9 3 BOX 192	ST. ALBANS	VT 09478	10,000.00
PROGRESSIVE INVEST	140 E 41ST STREET	NEW YORK	NY 10016	10,000.00
PROGRESSIVE INVEST	390 CENTRAL PARK WEST	NEW YORK	NY 10029	10,000.00
PROGRESSIVE INVEST	619 STAFFORD RD	NEWTON SALEM	NC 27103	10,000.00
PROGRESSIVE INVEST	ROUTE 2	POTSDAM	NY 13670	10,000.00
PROGRESSIVE INVEST	44 PARK ST	PRANOGH	VT 09733	10,000.00
PROGRESSIVE INVEST	7448 HILLBROOK AVENUE	SALEM	CA 96583	10,000.00
PROGRESSIVE INVEST	ROUTE 1 BOX 230	SPRINGFIELD	47 99111	10,000.00
PROGRESSIVE INVEST	163 S 47TH STREET	NEW YORK	NY 10014	10,000.00
PROGRESSIVE INVEST	4040 127THDD CIRCLE 4703A	SPRINGFIELD	47 33924	10,000.00
PROGRESSIVE INVEST	6741 68TH ST 47 1	SPRINGFIELD	47 78503	10,000.00

GRAND TOTAL 4,114 1,057,000.00

SCHEDULE A

Part IV

E.F. Hutton

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ARBY'S LEASE PARTNER 1981

IN DELAWARE LIMITED PARTNERSHIPS

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DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/07/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION	
					UNITS	CONTRIBUTION
00792	HEIL STATE TRUSTEE	1242 PEARL ST P.O. BOX 2271	BEDFORD CO 20302	179	69,000.00	
00793	HARLAN G BRAHMAN	WEST 101 FAIRVIEW	COLFAX WA 99111	100	50,000.00	
00794	MARGARET H DUFFIE	41707 CHELTERH DRIVE	FREMONT CA 94538	22	15,000.00	
01779	MELVYN F BUCK	TRAILER CITY	WINTER GARDEN FL 32787	20	10,000.00	
00795	JOSEPH J MILLER, TRUSTEE	223 DOVER STREET	LOS GATOS CA 95030	20	10,000.00	
00796	OSAREL G SMITH	3726 MEADOWBROOK CIRCLE	PITTSBURG CA 94565	11	5,500.00	
00797	MARY JEANE HIGHT	C/O WILLIAM SCOTT BONOS	NEW YORK NY 10016	10	5,000.00	
00798	THOMAS R MAYER	P O BOX 523	CASTLETON VT 05735	10	5,000.00	
01000	JAMES E WALTERS, MD	217 BERRY DRIVE	MADERA CA 93637	10	5,000.00	
01001	WT KING GRAHAM JR	P O BOX 3421	TEQUESTA FL 33458	10	5,000.00	
01002	ELIZABETH A SMITH	3600 S UCEAH 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	7757 SPENCER HE	ALBUDERQUE NM 87109	10	5,000.00	52,000
01005	MARGARET G STRUCK	373 OGLETHORPE CIRCLE	SEA ISLAND GA 31561	40	20,000.00	
01006	JEAN GARCEAU	3033 GOLDEN RAIN RD #8	WALNUT CREEK CA 94599	30	15,000.00	
01007	GERALD B RIDGES TRUSTEE	P O BOX 6000	COLORADO SPRINGS CO 80934	20	10,000.00	
01008	PE SKIN DEMON SIGN CO	3991 SIMON ROAD	YOUNGSTOWN OH 44512	10	5,000.00	
01009	CLYDE W CHAMBERS	308 GREEN ACRES DRIVE	GOODLETTSVILLE TN 37072	12	5,000.00	
01010	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00	37,500
01011	GRAND ENGINEERING INC	9054 GRAND AVENUE SOUTH	MINNEAPOLIS MN 55420	45	22,500.00	
01112	EVERETT E SMITH	13938 PASCO TERRAND	SALINAS CA 93903	20	10,000.00	
01013	THOMAS D HAMMO	10230 ECHO RIDGE	DALLAS TX 75243	20	10,000.00	
01114	ANGELO STANOBAS	762430 WEST MARKET STREET	AKRON OH 44313	10	5,000.00	
01115	RAY AREA BK C TRUST	P O BOX A	WEBSTER TX 77598	10	5,000.00	
01116	JOHN C MARGUERITE STILLETER	1139 E DOHINQUEZ ST SUITE 1	CARSON CA 90746	40	20,000.00	
01017	ROBERT B ATKINSON	16300 GREENWOOD LANE	MONT SEREND CA 95030	40	20,000.00	
01118	PHYLLIS C BARTON	1620 PGS ST	OKLAHOMA CITY OK 73120	20	10,000.00	
01119	PATRICIA RUSACK	P O BOX 191 VALE STREET	SALEM NY 12865	20	10,000.00	
01120	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19899	15	7,500.00	
01021	DOROTHY A JEFFERSON	16863 E JEFFERSON AVENUE	GROSSE POINTE MI 48230	10	5,000.00	
01022	RICHARD C BARBARA SHEET	SPRING AVENUE	HERCOURB NY 12052	10	5,000.00	
01123	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32770	10	5,000.00	
01124	JUDITH A ISOLDS, TRUSTEE	10 PROSPECT STREET	ST ALBANS VT 05472	10	5,000.00	
01125	JUDITH A ISOLDS, TRUSTEE	10 PROSPECT STREET	ST ALBANS VT 05472	10	5,000.00	
01126	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19899	3	1,500.00	
01027	BERNARD S SHERWIN	19326 MINSLOW ROAD	SHAKER HEIGHTS OH 44122	20	10,000.00	
01128	EVELYN J BELL'S	6780 SERECA ROAD	HATFIELD OH 44143	20	10,000.00	
01029	JEFF C MARY L WILLIAMS	908 N W 12TH STREET	OKKECHOBEE FL 33472	60	40,000.00	
01030	SARAH E GLASSER	11631 CHEHAULT ST 8204	LOS ANGELES CA 90057	10	5,000.00	
01131	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00	
01132	EDWIN F QUESCHAN	11482 ANNA LISA	STERLING HEIGHTS MI 48077	10	5,000.00	
01133	NAINO V YAHMISTO	P O BOX 43	KALEVA MI 47045	30	15,000.00	
01034	PHILLIP J KILINSKI	2501 N 28TH AVENUE	WAUSAU WI 54401	50	25,000.00	
01135	EVELYN E PERINA	23 WILSON AVENUE	SOUTH GLENS FALLS NY 12801	11	5,500.00	
01136	BITA GONZALES	1694 CARAVELLE DRIVE	NIAGARA FALLS NY 14305	20	10,000.00	
01037	SETHOUR BLTHORN	3 FRED PLACE	EDISON NJ 08817	20	10,000.00	
01038	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19899	15	7,500.00	
01139	JOHN JULIAN SCOTT	26 PROSPECT AVENUE	GARDEN CITY NY 11530	150	75,000.00	

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DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/9/82

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS		CAPITAL CONTRIBUTION
				PURCHASED	CONTRIBUTION	
01043	IRVING W MISHALL DVM PA	P O BOX 6165	POMPANO BEACH FL 33060	50	25,000.00	
01044	ELEANOR E WATTS	225 SE 26TH AVENUE	POMPANO BEACH FL 33062	36	18,000.00	
01042	IRVING W MISHALL DVM PA	P O BOX 6165	POMPANO BEACH FL 33060	35	17,500.00	
01043	GLORIA STEPH	273 CENTRAL PARK WEST APT 15A	NEW YORK NY 10024	30	15,000.00	
01044	CECILE S MISHKIND	27500 CEDAR ROAD #200	BEACHWOOD OHIO OH 44122	20	10,000.00	
01045	LARRY BROWN	638 RAY DRIVE	CARNEGIE PA 15106	20	10,000.00	
01046		P O BOX 5003	BOSTON MA 02117	20	10,000.00	
01047	STATE ST BK C TRUST	2745 RESERVOIR AVENUE	BROOKLYN NY 11260	10	5,000.00	
01048	BEATRICE RUBIN	P O BOX 237	CHURCHIDE AZ 85431	10	5,000.00	
01049	HARRY H MILLIAMSON	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00	
01050	RETIREMENT ACCTS INC	1608 THATCH PALM DRIVE	BOCA RATON FL 33432	20	10,000.00	
01051	JOANETH SPICER	8806 47TH ST. WEST	TACOMA WA 98456	10	5,000.00	
01052	ROBERT S FREBURN	5229 CHATEAU AVENUE	EL PASO TX 79924	50	25,000.00	
01053	WALTER E BURKE	P O BOX 6165	POMPANO BEACH FL 33060	50	25,000.00	
01054	IRVING W MISHALL	67 WEST 9TH STREET	NEW YORK CITY NY 10011	12	6,000.00	
01055	SUSAN B MALTZMAN	5509 MINUTE MAN COURT	ORLANDO FL 32809	10	5,000.00	
01056	ELFRED DUQUE	P O BOX 8963	WILMINGTON DE 19802	5	2,500.00	
01057	GUARANTEE C TRUST CO	1903 ROBINSON DRIVE NORTH	ST PETERSBURG FL 33710	50	25,000.00	
01058	JUNE H SULLIVAN	2207 5 RODGAR TURN ROAD	GREENWOOD IN 46142	10	5,000.00	
01059	WILLIAM J UNIVERSER	12111 SE 46TH COURT	BELLEVUE WA 98006	10	5,000.00	
01060	FREDERICK L HENLEY	6220 EASTKNOB BLDG 11	FLINT MI 48501	10	5,000.00	
01061	DANIEL T ANDE	1530 WESTVIEW DRIVE N.E.	WILMEN OH 44463	10	5,000.00	
01062	LESTER L REISH	5392 ERICSON LANE	WILLOUGHBY OH 44094	20	10,000.00	
01063	ALBERT J INGELER	11856 PLUMRIDGE 167	WILMEN OH 44234	20	10,000.00	
01064	ALEX H MUNRO	280 NURTH BURNETT STREET	WILMOKVILLE PA 15025	50	25,000.00	
01065	W DEAN C MARTIN TRIMMERS	BOX 202	NORTH CREEK NY 12053	20	10,000.00	
01066	RAYMOND F ROBINSON	201 CALLE GRANADA	SANTA BARBARA CA 93105	20	10,000.00	
01067	JAMES C COYNE RYAN	1830 WASHTEKAR ST	ANN ARBOR MI 48106	10	5,000.00	
01068	BARBARA A HEMMANN	4910 LARADO PLACE	ORLANDO FL 32806	60	30,000.00	
01069	JOANI B HERTLING	P O BOX 3621	TEQUESTA FL 33468	10	5,000.00	
01070	GRAHAM W KING JR FAMILY TRUST	P O BOX 288	ENDSBURG FALLS VT 05450	100	50,000.00	
01071	GENEVA R HAYES	4057 RUBIN HILL ROAD	EL MIRAGE AZ 85103	50	25,000.00	
01072	ROSANNA C PARKER	1631 HILLCREST AVENUE	GLENDALE CA 91202	40	20,000.00	
01073	RICHMOND PRODUCTS	1443 BRANICE ROAD	MATLAMO FL 32751	20	10,000.00	
01074	OSCAR J STUMPF	RD 3 BOX 149	JOHNSBURG NY 12843	20	10,000.00	
01075	PETER E PARKER	5580 VALLEJO STREET	DENVER CO 80221	16	8,020.00	
01076	F RONALD BRENNAN	P O BOX 885	WILMINGTON DE 19802	10	5,000.00	
01077	GUARANTEE C TRUST CO	5199 MAYVIEW ROAD	LYNDHURST OH 44124	10	5,000.00	
01078	LENA L RAPP	700 A MIDWAY DRIVE	OCALA FL 32672	10	5,020.00	
01079	SIDYL M FREEDBURG	8250 NE 3 COURT	MIA MI 33139	10	5,000.00	
01080	FRANK L PEPPER BALCOBIN	33639 26TH COURT SW	FEDERAL WAY WA 98003	10	5,000.00	
01081	DAHIEL P DIGGINS	UNION MILLS ROAD	MOUNT LAUREL NJ 08054	10	5,000.00	
01082	JACK M STUFFLEBEAN	796 BEARELEY STREET	BOCA RATON FL 33431	10	5,000.00	
01083	MYRA B STONE	500 E ROLLINS STREET	ORLANDO FL 32803	10	5,000.00	
01084	DR GERMAN ESCANO	500 E ROLLINS STREET	ORLANDO FL 32802	10	5,000.00	
01085	DR GERMAN ESCANO	10422 LONDONBRIDGE COURT	CINCINNATI OH 45242	10	5,000.00	
01086	PAUL A GRAFTON	P O BOX 8963	WILMINGTOM DE 19802	3	1,500.00	
01087	GUARANTEE C TRUST CO	P O BOX 8753	WILMINGTOM DE 19802	6	3,000.00	
01088	GUARANTEE C TRUST CO					

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DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/07/82

INVESTOR	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01091	FRAN C ET ANN C RODA	P O BOX 638	WADDEINGTON	NY 13696	30 15,000.00
01092	CHARLES A MURKILL	12 DARKWOOD LANE	CLOVER	SC 29710	15 7,500.00
01093	MARGARET E SCHAFER	718 MARLBORO ROAD	GLEH BIMMEE	MD 21061	12 5,000.00
01094	MARIE K RHECHT	P O BOX 244	WEST BEND	IA 50541	40 20,000.00
01095	HELEN A COMISKEY	17 W 122 AROMORE	BENSENVILLE	IL 60600	20 10,000.00
01096	WILLIAM F PRIESTLEY	361 SE 3RD COURT	POMPANO BEACH	FL 33000	20 10,000.00
01097	MISS GEORGIA HEDEN	119 EAST 62ND STREET 13C	NEW YORK	NY 10100	100 50,000.00
01098	ELAINE G HAMMOND	33 EASTWOOD LANE	HAITLAND	FL 75100	100 50,000.00
01099	GUARANTEE L TRUST CO	P O BOX 8763	WILMINGTON	DE 19900	44 22,000.00
01100	GEORGE D HERTZER	1460 GROVE CIRCLE	ELLYWOOD	FL 77900	30 15,000.00
01101	BERNICE HERZER	1460 GROVE CIRCLE	ZELLWOOD	FL 79800	30 15,000.00
01102	BETTY JO KELLER	17320 SW LAKEHAVEN DRIVE	LAKE OSWEGO	OR 97040	30 15,020.00
01103	EDITH D SHOO	613 NE 47TH COURT	POMPANO BEACH	FL 33040	30 15,000.00
01104	RICHARD H SIEGE	STAR ROUTE RIDGE ROAD	GLENS FALLS	NY 12100	30 15,000.00
01105	ELECTROMECHANICAL SYSTEMS INC	P O BOX 11730	ALBUQUERQUE	NM 87200	20 10,000.00
01106	EDSON S SHOO	613 NE 47TH COURT	POMPANO BEACH	FL 33040	20 10,000.00
01107	PETER H JUENGST	2517 LAKE DRIVE	LOVELAND	CO 80540	20 10,000.00
01108	JOANNE COSELIN	230 DELAWARE STREET	FRONTON	PA 16390	16 8,000.00
01109	HENRIETTA KAPLAN	7842 NW 18TH STREET	MERCHATE	FL 33900	15 7,500.00
01110	HANS R RIEDEL	926 PERKINSON AVENUE	LANSDALE	PA 19033	12 6,000.00
01111	GUARANTEE L TRUST CO	P O BOX 1963	WILMINGTON	DE 19900	10 5,000.00
01112	JUNE RAOUH	2801 REDWOOD PLACE	ANCHORAGE	AK 99500	10 5,000.00
01113	MILLIE A SHIPLEY	5115 RUCKER AVENUE	EVERETT	WA 98200	10 5,000.00
01114	RONALD R SHINDT	1945 CHARLOTTE	WICHITA	KS 67200	10 5,000.00
01115	PETER D CATHARINE DIXON	2638 DEVONSHIRE	ANN ARBOR	MI 48100	10 5,000.00
01116	GUARANTEE L TRUST CO	P O BOX 8763	KILMINGTIN	DE 19900	4 2,000.00
01117	WILLIAM F HAWKINS III	1310 REARNEY	LARANJE	NY 10700	30 25,000.00
01118	GERALD J HARRAS, TRUSTEE	P O BOX 3243	POPE ARTHUR	TX 76000	40 20,000.00
01119	PLYMOUTH HOME BANK	P O BOX 1587	PROCTON	MA 01830	100 50,000.00
01120	SHARON S GOLDBERGER	4714 W CALUMET ROAD	PRUIN DEER	IL 60230	40 20,000.00
01121	RICHARD J HANAU	10660 VALLEY VIEW	NORTHFIELD	IL 60570	10 5,000.00
01122	JOHN MILLER	2801 HARRISON AVENUE	ORLANDO	FL 32800	20 10,000.00
01123	HERBERT F LINDEMUTH	302 LAS MARIAS DRIVE	RIO RANCHO	NM 87140	10 5,000.00
01124	RICHARD L REIKER	P O BOX 103	HACKETTSTOWN	NJ 08820	10 5,000.00
01125	MARY K SIMMONS	3616 BIRDS CIRCLE	ORLANDO	FL 32800	20 10,000.00
01126	KATHY F HAGEN	103 LYNN KNOLLS	SCOTT DEPOT	NY 12500	30 15,000.00
01127	GEORGE M LAWRENCE	4755 HICKORY DRIVE	BOULDER	CO 80300	20 10,000.00
01128	VINCENT C REGINA REIS	RD 1 - 8 HURTH WOOD DRIVE	LAKE GEORGE	NY 12850	14 7,000.00
01129	ROBERT B MCKENZIE	RD #1 BOX 209	PUNTER COUNTERS	NY 12590	16 7,000.00
01130	SHIRLEY L FIRRETT	3708 VOSENTE DRIVE	GREELEY	CO 80610	10 5,000.00
01131	DARYL E KNUDLOCK	1813 SEMINOLE DRIVE	FORT COLLINS	CO 80500	10 5,000.00
01132	JOSEPHINE L RHOOF	6443 S ARAPAHOE WAY	LITTLETON	CO 80100	20 10,000.00
01133	RAYMOND B REPHER JR	452 WENTZ STREET	HUNTINGTON	NY 12500	20 10,000.00
01134	BETTY V GLANVILLE	13907 TOSCA LANE	HOUSTON	TX 77040	10 5,000.00
01135	ANDREW S PEARLSON	15002 HAZELRIDGE	DETROIT	MI 48200	10 5,000.00
01136	GUARANTEE L TRUST CO	P O BOX 8763	WILMINGTON	DE 19900	5 2,500.00
01137	LUCINDA HUDDLE	38 PEGGY AVENUE	WARRENS BURG	NY 10550	100 50,000.00
01138	ANNA MARTIN	RUBERTS GARDENS	GLENS FALLS	NY 12100	60 30,000.00

E.P. MOTTIN

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ARRY'S LEASE PARTNER 1781

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DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/07/02

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NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01137	ROSE J ELLIOTT	19355 CEDAR RUN	TRAVERSE CITY MI 49606	50	25,000.00
01138	VECTOR C SUSAN VALAITIS	14 BIRCHTREE LANE	BALSTON SPA NY 02001	20	10,000.00
01139	DENNIS F ESCIMON	506 PALACE COURT	SCHAUMBURG IL 60194	20	10,000.00
01140	MAUREEN S GREGG	2660 OCEAN BLVD APT J-2	SARASOTA FL 34231	20	10,000.00
01141	EUNICE STARR	347 MERRITT AVENUE	OAKLAND CA 61000	20	10,000.00
01142	DONALD H HILL	REF L FRENCH HILL	ST. ALBANS NY 11701	20	10,000.00
01143	MICHAEL M EDELL	15300 LEANING PINE DRIVE	MIAMI LAKES FL 33160	20	10,000.00
01144	CHARLES F HOFFMAN	210 N PINE STREET	MT PROSPECT IL 60060	10	5,000.00
01145	LYNN UNGER	193 S MIDDLE NECK ROAD	GREAT NECK NY 02101	10	5,000.00
01146	JOHN H SORRELL JR	500 29TH STREET	ORLANDO FL 32850	100	50,000.00
01147	CHESTER B HILES	1410 N SHARPLESS ST	LA HABRA CA 63100	60	30,000.00
01148	EVELYN E GERDES	2833 PIAZZA 62	WALNUT CREEK CA 94550	20	10,000.00
01149	MICHAEL S E HARRIG	1935 NE ALDE CALLE	JENSEN BEACH FL 34570	40	20,000.00
01150	RAYMOND C COULTER	2415 CENTRAL HWY	ALBUQUERQUE NM 10400	10	10,000.00
01151	GUARANTEE L TRUST CO	P O BOX 9963	WILMINGTON DE 89700	30	15,000.00
01152	GUARANTEE L TRUST CO	P O BOX 9963	WILMINGTON DE 89700	29	14,500.00
01153	ROBERT H PORTER	304 LANCESLOT DRIVE	FAIRFIELD CT 06400	20	10,000.00
01154	EUGENE H COYKOV	2461 CANADIAN WAY APT #45	CLEARWATER FL 33500	20	10,000.00
01155	GREGORY P SAMANO	2830 CASA ALURA WAY	WINTER PARK FL 32720	14	7,000.00
01156	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32700	10	5,000.00
01157	DONALD K CARLSON	3012 DEERPARK DRIVE	WALNUT CREEK CA 94580	10	5,000.00
01158	JOHN S KUSIV	110 CEDAR POINT LANE	LONGWOOD FL 32750	10	5,000.00
01159	JOHN P HUGHES	1129 CINNCHILL	LYNNHURST OH 12400	10	5,000.00
01160	STATE ST BK C TRUST	P O BOX 3003	BOSTON MA 10700	20	10,000.00
01161	FRANK J HANCAN	6245 SHURHEEFTS COURT	EL PASO TX 79120	64	42,000.00
01162	ROBERT E ROCK	1520 STAFFORD LANE	SAN ANTONIO FL 78200	40	20,000.00
01163	DAY AREA BK C TRUST	P O BOX A	NEBSTER TX 78000	10	5,000.00
01164	GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 89700	0	4,000.00
01165	GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 89700	6	3,000.00
01166	GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 89700	6	2,000.00
01167	ARNOLD F HANIT	1304 PROVIDENCE ROAD	CHARLOTTE NC 28101	30	15,000.00
01168	CATHERINE HANCHO	165 SANDALWOOD WAY	LONGWOOD FL 32750	100	50,000.00
01169	GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 89700	11	5,500.00
01170	CELEEN J LUNDBERG	1 WISIHA COURT	BEDFORD NJ 07500	10	5,000.00
01171	JOHN H MORAGE	2731 DUNBAR AVENUE	FORT COLLINS CO 80500	10	5,000.00
01172	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32700	10	5,000.00
01173	VECTOR FARAH JR	1401 LARE CLAIRE CT	MIAMI LAKES FL 33140	20	10,000.00
01174	JANE V FEFF	31 PROSPECT	GREENWICH NY 03400	16	8,000.00
01175	ROBERT H HATSON	0511 BURDETTE ROAD	BEAURE SOA NO 01700	12	6,000.00
01176	ARNOLD C SMITH	10068 CAHSEVOORT ROAD	FORT EQUINOX NY 02800	10	5,000.00
01177	STEPHEN G HICKMAN	5300 EUBANK RD APT 14-1	ALBUQUERQUE NM 11100	10	5,000.00
01178	GUARANTEE C TRUST CO	P O BOX 9963	WILMINGTON DE 89700	70	35,000.00
01179	SAMUEL L BARNETT	6262 DUNHELLY	SACRAMENTO CA 95840	40	20,000.00
01180	LUCILLE S DAVIS	15289 BIRCH DRIVE	RENTON WA 08550	36	18,000.00
01181	JOHN S MAYHER	ROUTE 8 7060	TUCSON AZ 85700	31	15,500.00
01182	CLARENCE F BALLARD	514 NE 47TH STREET	PONAHU BEACH FL 33400	30	15,000.00
01183	DEITY M TURNER	570 ONEONTA	SHREVEPORT LA 10600	21	10,500.00
01184	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32700	20	10,000.00

RUN 12/29/91

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/07/82

11/29/91

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01186	FRANK C GRIPPE	RD #1 BOX 298	CORINTH	NY 82200	20 10,000.00
01187	ROGER S JUSSLYN, TRUSTEE	701 WILLOWBROOK LANE	AMBLER	PA 00200	20 10,000.00
01188	ELMA D NICHOLSON	332 RAINBOW CIRCLE	EL PASO	TX 91200	20 10,000.00
01189	PAUL J MONTGOMERY	ONE MILES GRANT ROAD APT E 106STUART	EL PASO	TX 47400	20 10,000.00
01190	RETIREMENT ACCTS INC	P O BOX 3017	MINER PARK	FL 79000	14 1,000.00
01191	LETHA E DENT	ROUTE 1 BOX 410 A	NEWELL	NY 10800	10 5,000.00
01192	JAMES G HEALY	2982 SET ITALY STREET	PORT ST LUCIE	FL 45200	10 5,000.00
01193	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON	DE 89900	10 5,000.00
01194	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON	DE 19900	10 5,000.00
01195	ETHEL R HENDERSON	P O BOX 38	JOHNS ISLAND	SC 45500	10 35,000.00
01196	LAURA S MASSIE	108 IRVINE ROAD	LEXINGTON	NY 50200	50 25,000.00
01197	JO ANN DICKEY	5700 PEBBLE BEACH	EL PASO	TX 71200	10 5,000.00
01198	GEORGE D HAYES	RD #1	SEAGATE	NY 15400	10 5,000.00
01199	DONNA SMITH	220 KAWANA LANE	PALM BEACH	FL 48000	10 5,000.00
01200	DALE A HAMMOY	BOX #77	SCHUYLERVILLE	NY 97100	10 5,000.00
01201	SIGRID J HASSUN	3216 MESA VENUE	EL PASO	TX 90400	20 10,000.00
01202	ESTELLE GRECO	150 WEST END AVENUE	NEW YORK	NY 02300	10 5,000.00
01203	ETTA RUTH WEIGL	536 HAIRNUT DRIVE	WEBSTER	NY 53000	10 5,000.00
01204	LOUISE W LEPPERT	RD #1 BOX 531	HUDSON FALLS	NY 63200	10 5,000.00
01205	JOHN W LEPPERT	RD #1 BOX 531	HUDSON FALLS	NY 93200	10 5,000.00
01206	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON	DE 97100	3 2,500.00
01207	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON	DE 87900	3 1,500.00
01208	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON	DE 87900	3 1,500.00
01209	LEON LINGER	4307 ACACIA CIRCLE	COCOON CREEK	FL 06600	10 40,000.00
01210	GEORGE E MAHER	3704 CATALPA	EL PASO	TX 92500	23 11,500.00
01211	DONALD M HUBBARD	26 FARMER STREET	CANTON	NY 61700	20 10,000.00
01212	WILLARD L MC DANIEL	10668 QUEZADA	EL PASO	TX 93500	20 10,000.00
01213	ENTINERETTE F TAYLOR	102 CHENDREE AVENUE	ESSEX JUNCTION	VT 45200	10 5,000.00
01214	MARK S KAISER	51 1/2 PIERREPOINT AVENUE	POTSDAM	NY 67600	10 5,000.00
01215	STUART HAGY	17230 CATALPA	SOUTHFIELD	MI 01600	10 5,000.00
01216	MARILYN R QUINDIOUE	4507-A LAIRDALE DRIVE	GREENSBORO	NC 40500	10 5,000.00
01217	ANDREW L CHERYL PLOTKIN	420 EBBIDGE DRIVE	NORTH PALM BEACH	FL 40800	10 5,000.00
01218	EDGAR F JOHNSON	1300 60TH AVENUE NE	ST PETERSBURG	FL 70300	50 20,000.00
01219	EDWARD F CLARK	7220 NW 16TH COURT	PLANTATION	FL 31300	20 10,000.00
01220	ROBERT L KIEFFER	15006 MANNING	DETROIT	MI 20500	20 10,000.00
01221	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK	FL 77000	20 10,000.00
01222	GERALD P NELSON	2001 SOUTH SHORE ROAD	OCEAN VIEW	NJ 21000	10 5,000.00
01223	EDMOND R MOSES, JR	ROUTE 2 BOX 489-C	ORLANDO	FL 81000	10 5,000.00
01224	ROSE F ALLENSHAW	3430 GALT OCEAN DRIVE	FT LAUDERDALE	FL 30500	10 15,000.00
01225	SHIRLEY MALE	3001 SOUTH COURSE DRIVE	POHANG BEACH	FL 06000	20 10,000.00
01226	DANIEL L RUSTYNSKI	66 WILLIAM STREET	PHELPS	NY 53200	12 6,000.00
01227	MARIE COLEMAN	931 NE 116TH STREET	BISCAYNE PARK	FL 16100	12 6,000.00
01228	MARCUS C MARY F WATTERS	36 EAST OAK STREET	APALIA	FL 70300	10 5,000.00
01229	RETIREMENT ACCTS	P O BOX 3017	WINTER PARK	FL 78000	10 5,000.00
01230	WILLIS C MARGARET DUTRA-SILVEI	2103 APPLEWOOD DRIVE	LAKEWOOD	CO 21500	10 5,000.00
01231	EDWARD A SMITH	5820 183RD STREET SW	LYNNWOOD	WA 03600	10 5,000.00
01232	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK	FL 79000	3 1,500.00
01233	DIANE C WILLIAMS	332 CENTER STREET	CORINTH	NY 82200	30 15,000.00

E.T.MITTON

0092 ARBY'S LEASE PARTNER 1981

IA DELAWARE LIMITED PARTNERSHIP

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RUN 12/27/81

REC'D BY

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/01/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01260	ARNOLD E CURRAINE YOLE	BOX 389, GUADALAJARA ROAD	FOUNTAIN HILLS, AZ 85268	20	10,000.00
01261	HAZEL DACKS	460 EAST DRIVE	NORTH MIAMI BEACH, FL 33162	10	5,000.00
01262	GLENN E ANNE LENKE	C/O ADIRONDACK MOUNTAIN SCHOOLING LAKE	NY 85100	10	5,000.00
01263	FRANCIS W BOETTGER	1965 GULF OF MEXICO DRIVE	LONGBOAT KEY, FL 34228	30	15,000.00
01264	EGON MANNHEISER	9361 NY 39TH COURT	SUNRISE, FL 33321	20	10,000.00
01265	C L HURTH	9000 ALABAMA APT 33	EL PASO, TX 79900	20	10,000.00
01266	GERALD E SJOSTROM	818 5TH STREET SW	VALLEY CITY, ND 58280	10	5,000.00
01267	JOAN B KAUFFMANN	663 79TH STREET	NIAGARA FALLS, NY 14205	20	10,000.00
01268	G P BLACKMER & SONS INC	28 CLINTON STREET	SARATOGA SPRINGS, NY 12866	10	5,000.00
01269	DUSTIN C CHAPMAN	6021 RIDGEWAY BLVD	CLEVELAND, OH 44104	10	5,000.00
01270	STANLEY E TUNNELL	P O BOX 51	MATTHEWS, NC 28105	10	5,000.00
01271	JACK D CAPEHART	3362 OVERBROOK ROAD	KETTERING, OH 45400	10	5,000.00

292 ITEM COUNT

FINAL TOTAL 5,969 2,984,500.00

6,069 3034,500

E.F.MUTTON

0002

ARBY'S LEASE PARTNER 1981

(A DELAWARE LIMITED PARTNERSHIP)

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RUN 12/29/91

EFC015

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 1/01/92

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01055	ROBERT J PETRIE	38 FOREST HILL DRIVE	CHELSEA HILLS NJ 07003	20	10,000.00
01101	ALBERT SCHRAHM	186 ATCO AVENUE	ATCO NJ 08004	34	17,000.00
01191	ROBERT C GILMOUR	101 SPRINGDALE ROAD	CHELSEA HILLS NJ 07000	10	5,000.00
01225	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19806	0	4,000.00
01226	GUARANTEE C TRUST CO	P O BOX 8763	WILMINGTON DE 19806	6	3,000.00
01227	GUARANTEE C TRUST CO	P O BOX 8983	WILMINGTON DE 19806	4	2,000.00
01236	GUARANTEE C TRUST CO	P O BOX 8983	WILMINGTON DE 19806	3	2,500.00
01237	GUARANTEE C TRUST CO	P O BOX 8983	WILMINGTON DE 19806	3	1,500.00
01242	GERHARD MUELLER	18 MAE DRIVE	TRENTON NJ 08606	10	5,000.00

9 ITEM COUNT

FINAL TOTAL 102 50,000.00

SCHEDULE A, FORM V

C.F.BUTTON

0002 ARBY'S LEASE PARTNER 1981 IA DELAWARE LIMITED PARTNERSHIP

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RUN 4/05/82

FFC315

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION	
01289	FORREST PATTERSON	234 RELAIRE 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	
ITEM COUNT					-FINAL TOTAL-	
					47	23,500.00

DETAIL LISTING OF PARTNERS ADMITTED

FFC310

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01253	STEVEN SIEGEL	6501 WINFIELD BLVD	HARGATE 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 C RUTH E NEUHARD	7211 CARDINAL ROAD	FAIR OAKS CA 95628	10	5,000.00
01257	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
01258	GUARANTEE L 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 INGRAH	179 SPRING STREET	SARATOGA SPRINGS NY 12866	30	15,000.00
01261	CHANDRA VARIA MD PC	ROUTE 80	MARTIN KY 41649	20	10,000.00
01262	ANNABELLE PRATT	615 WILLOW STREET #11	ALAHEDA CA 94501	20	10,000.00
01263	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	17	8,500.00
01264	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	12	6,000.00
01265	MICHAEL M SCHIMMEL	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	SHIELA M STEWART	1402 PIZARRO STREET	CORAL CABLES FL 33134	10	5,000.00
01268-01	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	6	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 L 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 L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01274	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01275	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01276	JOSEPH TEAHAN	R D #2	GANSEVOORT NY 12831	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	SHIPTONVILLE OH 44677	40	20,000.00
01282	MARIAN L CHARLES BRACKETT	55 JUDSON STREET	CANTON OH 13617	10	5,000.00
01283	SNIDER-HAYES-HIORD	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 H	CLEARWATER FL 33515	78	39,000.00
01286	NEVIA CAMPI	117 CAMP STREET	BARRE VT 05641	30	15,000.00
01287	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	20	10,000.00
01288	DAVID KAHINSKY	6100 FALLS CRICLE DRIVE SOUTH	LAUDERHILL FL 33319	20	10,000.00
01289	E MAXINE HOUGHTON	4280 E IOWA AVENUE #603	DENVER CO 80222	20	10,000.00
01290	MECHANICAL DESIGN	1410 VANCE STREET STE 107	LAKWOOD 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	ARTA W AULT	8005 HICKORY STREET	NEW ORLEANS LA 70110	10	5,000.00
01295	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01296	CLIFFORD R BARNES	701 EAGLEHOOK 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	PICHARD D SCHRAMM	509 BUCKINGHAM DRIVE	MARION IN 46952	40	20,000.00
01299	MARTIN HEISNER	13603 MANNING	DETROIT MI 48205	10	5,000.00
01300	HITSURU KOSHIIYAMA	1763 RIDGE TREE WAY	SAN JOSE CA 95131	10	5,000.00
01301	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00

RUN 4/05/82

DETAIL LISTING OF PARTNERS ADMITTED

FFC310

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01302	EDITS S MCVEY, TRUSTEE	9125 COPPER NE	ALBUQUERQUE NH 87123	40	20,000.00
01303	JOHN B PHILLIPS	254 B POINSETTIA DRIVE	LEESBURG FL 32740	26	13,000.00
01304	RICHARD H HAGN	2730 SE 7TH DRIVE	PONPANO 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 MCKAULAN	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 DILLHAN	STAR ROUTE 3	PANPA TX 79065	10	5,000.00
01309	GUARANTEE C 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 L 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	CORNWELL'S 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 INVESTIS	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	2,000.00
01320	ANNA L STOWERS	170 OAKWOOD DRIVE	HAHLIN 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	PAHOKEE FL 33474	10	5,000.00
01323	JANE G DOWLING	5100 BAYVIEW DRIVE APT 302	FT LAUDERDALE FL 33304	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 HI 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 EAST BEVERLY ROAD	WOOSTER OH 44691	20	10,000.00
01329	NORMAN W USTER	1001 47TH AVENUE	GREELEY CU 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 C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00
01334	GUARANTEE C 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 C ANNE H POOLE	12903 W GALAXY DRIVE	SUN CITY WEST AZ 85375	30	15,000.00
01337	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01338	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01339	GUARANTEE C 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	MARGUERITE R TRIFON	1214 MAIN STREET	COLUMBIA SC 29201	20	10,000.00
01342	DONNA M HALLSTROM	208 GULL CIRCLE NORTH	DAYTONA BEACH FL 32015	20	10,000.00
01343	LESTER W GRANDIA	1016 W 31ST STREET	LOVELAND CO 80537	18	9,000.00
01344	ROBERT K TANKERSLEY	2538 S DOVER WAY	LAKWOOD CO 80227	40	20,000.00
01345	SHIRLEY H HEGGEN	1438 SE 16TH TERRACE	CAPE CORAL FL 33904	20	10,000.00
01346	DONALD L BENTON	1836 OCTUBRE	EL PASO TX 79935	20	10,000.00
01347	ELI DYD E KUHL	919 STAURH AVENUE	SARASOTA FL 33580	10	5,000.00
01348	RUTH KONE	6181 40TH AVENUE NORTH	ST PETERSBURG FL 33709	59	29,500.00
01349	VECTOR L LELA CROFTCHIEK	7018 BAY FOREST DRIVE	ORLANDO FL 32809	50	25,000.00

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01350	JOE MARGARET THOMAS	5003 COLUMBINE	EL PASO TX 79912	21	10,500.00
01351	JEANNE A DUNLAP	3105 ALTO ROAD WEST	KOKOMO IN 46902	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 ENGALLS WAY	LITTLETON CO 80123	10	5,000.00
01355	GLENN A GRIBBLE	10167 SE 45TH	MILWAUKIE OR 97223	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 32791	134	67,000.00
01358	ERICKSON SALES INC	8350 MEADOW ROAD STE 104	DALLAS TX 75252	40	20,000.00
01359	HARMSH A GEORGE	P O BOX 296	WHITESBORO NY 50134	30	15,000.00
01360	PHYLLIS H HUTCHINS	776 W RODRIGUEZ	RAYMONDVILLE TX 78785	20	10,000.00
01361	DAN J MC CLESKEY	26414 HOGAN DRIVE	SUN LAKES AZ 85052	20	10,000.00
01362	NORMA B TOOKE	920 HOLLOW ST #236	LEWISTON NY 50148	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	LORRAINE A LANUETELD	1352 GLENDALE CIRCLE E	SARASOTA FL 33335	10	5,000.00
01367	DONALD BERGEY	6730 NW 28TH WAY	FT LAUDERDALE FL 33333	10	5,000.00
01368	WILBUR J SPIES	254 HILLTOP DRIVE	DAYTON OH 64454	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 32791	6	3,000.00
01372	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32791	3	1,500.00
01373	THOMAS N 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 DONNER	211 AVALON DRIVE	GREENVILLE NC 27834	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	KATHI 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 CLAVERT, TRUSTEE	6337 HARRISON BLVD	CHARLOTTE NC 28211	10	5,000.00
01388	BARBARA J DANIELS	361 S COUNTRY CLUB DRIVE	ATLANTIS 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	24,000.00
01392	WILLIAM H SCHAUER JR	970 GERSHWIN DRIVE	LARGO FL 33541	20	10,000.00
01393	LEROY W BAGLEY	3901 71ST LOT 160	BRADENTON FL 33526	14	7,000.00
01394	VIENA ARNDT	1490 OAK PLACE	THORNTON 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

RUN 4/05/82

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DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01398	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	30	19,000.00
01399	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01400	IKENE HENDREY	925 N LAKESIDE DRIVE	LAKE NORTH FL 33560	20	10,000.00
01401	HERB C SKINNER		HALL HT 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 PHEASANT CIRCLE	WINTER SPRINGS FL 32704	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	80 PALM VALLEY DRIVE	DAYTONA 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 46202	20	10,000.00
01410	JAMES L HEAD	143 SEAFARER LANE	COLUMBIA SC 29210	20	10,000.00
01411	STANLEY J MICHALEWICZ	ROUTE 3 BOX 150	EDGAR VT 54426	10	5,000.00
01412	MARIANNE DAWSON	1945 60TH 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 CALLEO	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 L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	8	4,000.00
01418	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19891	7	3,500.00
01419	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	7	3,500.00
01420	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01421	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01422	GUARANTEE L 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 L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01426	MARIE E BOWMAN	1011 ASHWOOD DRIVE	WOOSTER OH 44691	50	25,000.00
01427	ALLEN F SIMONOS	113 SHADOW MTN VILLAGE	GRAND LAKE CO 80447	20	10,000.00
01428	GERALD WITBERGER	16306 HIGHLAND DRIVE	MARATHON WI 54401	20	10,000.00
01429	JAMES R SMOLKO	545 GATEHOUSE ROAD	YORK PA 17402	20	10,000.00
01430	PHILIP LEVINE	1501 ORANGE STREET	HELBURNE BEACH FL 32951	16	8,000.00
01431	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	12	6,000.00
01432	GARLAND H PARRISH	6700 150TH AVE LOT 222	CLEARWATER FL 33515	10	5,000.00
01433	MARTHA L BURKAMP	5441 S HICKORY ST	LITTLETON CO 80120	10	5,000.00
01434	PAMELA S BROWN	P O BOX 1306	WINDSOR CO 80550	10	5,000.00
01435	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	10	5,000.00
01437	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01438	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01439	GUARANTEE L 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	R 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 L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01445	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01446	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01447	WELTHY M BUCHHOLZ	ROUTE 1 DELAND	GRAND COULEE WA 99133	26	13,000.00

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DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01448	SAMUEL W MARSHALL 188	209 BAYOU VIEW	SEABROOK TX 77586	20	10,000.00
01449	EDWARD M GRUSS	9500 COLLEGEVIEW ROAD #104	BLOOMINGTON MN 55437	10	5,000.00
01450	MANUEL L VIVIAN L SCHNEIDER	15902 HAVENHURST DRIVE	HOUSTON TX 77051	10	5,000.00
01451	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01452	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01453	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01454	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01455	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01456	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01457	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01458	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01459	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01460	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01461	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01462	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01463	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01464	GENE R C AUDREY E NAVS	4747 BUNTING AVENUE	ORLANDO FL 32812	40	20,000.00
01465	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	10	5,000.00
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	4	2,000.00
01468	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01469	JACK R CHIDLEY	3728 ALPINE DRIVE	CASPER WY 82601	70	35,000.00
01470	OTELIA HAIGHT	900 W 8TH ROOM 408	GILLETTE WY 82716	60	30,000.00
01471	ELIZABETH MILNER	1750 BEN FRANKLIN DRIVE	SARASOTA FL 33977	10	25,000.00
01472	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01473	PETER B YOUNG	2001 E CROSS STREET	PENSACOLA FL 32503	20	10,000.00
01474	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	40	20,000.00
01475	PETER F GREGORY	1151 N ATLANTIC BLVD 18	FORT LAUDERDALE FL 33304	20	10,000.00
01476	WILLIE D HUDSON	8640 KLANDIKE ROAD	PENSACOLA FL 32506	20	10,000.00
01477	MARY VALBUENA	2227 OVERLOOK DRIVE	MT DORA FL 32757	20	10,000.00
01478	GERALD L MARIE PERNY	240 WINDSOR DRIVE	KISSIMMEE FL 32741	20	10,000.00
01479	JAMES E HUDSON	8630 KLANDIKE ROAD	PENSACOLA FL 32506	20	10,000.00
01480	JAMES M HAYES, SC	901 W JEFFERSON	SPRINGFIELD IL 62702	20	10,000.00
01481	BILLY E PATTY J LAMB	15530 PENN HILLS LANE	HOUSTON TX 77062	10	5,000.00
01482	GEORGE D GILLESPIE	5610 W LAKE BUTLER ROAD	WINTER GARDEN FL 32787	10	5,000.00
01483	CAROL M JANELKA	1020 SE 14TH STREET	DEERFIELD BEACH FL 33441	10	5,000.00
01484	ELEANOR M RATCLIFFE	300 E CHURCH ST APT #1617	ORLANDO FL 32709	10	5,000.00
01485	WENDELL E SARAH BIGGERS	P O BOX 627	ME SILLA PARK NH 03047	10	5,000.00
01486	A HARRY L NINA J CONRAD	4302 STACY	SEABROOK TX 77586	10	5,000.00
01487	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01488	HARRY L ARKIN	718 - 17TH STREET #1300	DENVER CO 80202	30	15,000.00
01489	DARWIN M BEN	79 MILLY STREET	DENVER CO 80220	50	25,000.00
01490	H. L. ARKIN, ETAL TRUSTEE	718 - 17TH STREET #1310	DENVER CO 80202	100	50,000.00
01491	HARRY L ARKIN-LOTREEII	718 - 17TH STREET #1300	DENVER CO 80202	20	10,000.00
01492	HARRY L ARKIN-JOTREE	718 - 17TH STREET #1300	DENVER CO 80202	20	10,000.00
01493	HARRY L ARKIN-L-SILVER	718 - 17TH STREET #1300	DENVER CO 80202	30	15,000.00
01494	EDWARD G FUCHRIE	10615 TANCHED STREET	MORTIAGLENN CO 80234	30	15,000.00
01495	HARRY L ARKIN	718 - 17TH STREET #1300	DENVER CO 80202	40	20,000.00

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DETAIL LISTING OF PARTNERS ADMITTED

FFC#10

EFFECTIVE AS OF 4/12/82

NUMBER	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	BEATRICE C BUCKEY	205 SEMINOLE DRIVE	ANDERSON IN 01200	12	6,000.00
01499	LAUREN PAULINE LUNDQUEST	1900 VALENCIA ROAD	ORLANDO FL 32803	10	5,000.00
01500	JOHN L ANNA MARKHAM	P O BOX 452	TRINITY TX 75862	10	5,000.00
01501	PHILLIP C VAN NORDSTRAND	430 SHADOW CREEK	SEABROOK TX 77586	10	5,000.00
01502	VESPER E KELLOGG	5180 KELLOGG ROAD	SUTTER CA 95902	20	10,000.00
01503	GLENN R INGELS	9940 HEMURIAL DR SUITE C5	HOUSTON TX 77024	12	6,000.00
01504	GUARANTEE L TRUST CO	P O BOX 8966	WILMINGTON DE 19899	4	2,000.00
01505	ROBERT M 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	SIL SIEGIE	657 NE 47TH PLACE	POMPANO BEACH FL 33064	20	10,000.00
01508	CECIL C FANCETT	121 CANAAN DRIVE RR 12	FT MYERS FL 33908	20	10,000.00
01509	VERA R JENKINS	P O BOX 35206	FAYETTEVILLE NC 28303	20	10,000.00
01510	KENNETH D GIBSON	1409 VIOLET	MC ALLEN TX 75521	20	10,000.00
01511	BARBARA NOBLE	410 SHERBROOKE DRIVE	WILLIAMSVILLE NY 14221	20	10,000.00
01512	JANE M BROWN	1023 ABINGTON PIKE	RICHMOND IN 47374	20	10,000.00
01513	CHARLES E GUODRICH	103 ST LUCIE LANE	STUART FL 34994	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 33025	10	5,000.00
01517	LUIS M PENA MD PA	2390 BEACH DRIVE STE 105	AVON PARK FL 33025	10	5,000.00
01518	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	8	4,000.00
01519	DONALD B MOURE	1575 SOUTH ZOO EAST	UREH VT 05057	10	5,000.00
01520	JERRY C YOUNTS	1600 WOODEDGE	SPRINGFIELD OH 45564	10	5,000.00
01521	HELI SAME SHIMA	18541 WELD CO ROAD 84	AULT CO 80610	20	10,000.00
01522	THEODORE D 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 L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	100	50,000.00
01525	BARBARA Y FLORIDGE	17690 SW SHAWNEE TRAIL	TUALATIN OR 97062	20	10,000.00
01526	LUCILLE L ENHERT	6751 MORNING TIDE	HUNTINGTON BEACH CA 92648	10	5,000.00
01527	DUCTORS HUBER L OCONNOR MDS	5805 S MONACH STREET	ENGLEWOOD CO 80111	10	5,000.00
01528	HILDRED L HOSTETTER	5085 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 SO SHERMAN	DENVER CO 80210	40	20,000.00
01531	JOHN E DEES	BOX 2923 DUKE HOSPITAL	DURHAM NC 27709	30	15,000.00
01532	DONALD W FINCH	3914 SOUTH 2820 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 33025	10	5,000.00
01535	CARLOS J GONZALEZ MD	2362 N BEACH DRIVE	AVON PARK FL 33025	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	5	2,000.00
01538	PERIE THOMPSON	135 SW 56TH STREET	CAPE CORAL FL 33904	30	15,000.00
01539	GUARANTEE L 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	BARBARA S BLACK	3206 BEACON STREET	POMPANO BEACH FL 33062	20	10,000.00
01542	HARRIETTE C SHURRAGER	1127 LUCERNE AVENUE	CAPE CORAL FL 33904	16	8,000.00
01543	KAREN G KUESCHER	3200 NW 28TH AVENUE	BONITA SPRINGS FL 33424	10	5,000.00

RUN 4/05/82

FFC410

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01544	GUARANTEE & TRUST CO (CONT'D)	P.O. BOX 8963	WICHINGTON	19899	\$10,000.00
01545	RETIREMENT ACCTS INC (CONT'D)	P.O. BOX 3017	WINTER PARK	32740	\$40,000.00
01546	ROBERT L NANCY ROSS	8722 GARRISON COURT	ARVADA	50005	\$10,000.00
01547	VIRGINIA V BUTTLE	RD 1	SOUTH HARPSELL	04079	\$10,000.00
01548	RICHARD G JUNGE	3512 CYPRESS	NORTH LAS VEGAS	89036	\$15,000.00
01549	STANLEY BROWN	4318 ARAJO COURT	ORLANDO	32812	\$15,000.00
01550	LOIS LEE JOHNSON	5100 BAYVIEW DRIVE APT 206	FT LAUDERDALE	33308	\$30,000.00
01551	JACK TEPPER MD	730 GERMANTOWN ROAD	CHATTANOOGA	37462	\$100,000.00
01552	MARJORIE M PALMGREN	710 NO K STREET APT 102	LAKE NORTH	33490	\$4,000.00
01553	MATILYN B KARY	767 SOUTH MAIN	DICKINSON	50601	\$15,000.00
01554	ROBERT L DAVIS	6253 PHILLIPSBURG ROAD	ENGLEWOOD	45322	\$10,000.00
01555	VALENTINE B WILSON	3421 ST. BLAISE	ST. ANN	63074	\$10,000.00
01556	KONALD H GLECK	1516 30TH AVENUE	GREELEY	80631	\$10,000.00
01557	FEDERATED LIFE INS C	129 E BROADWAY	OWATONNA	55060	\$501 250,500.00
01558	KITA P LEAFGREEN	P.O. BOX 292	EATON	89615	\$73,000.00
01559	DE TSY RUGERS MILLAR	973 KELEIGH CIRCLE	WINSTON SALEM	27106	\$25,000.00
01560	MARY LEE ROSS	625 LEYDEN STREET	DENVER	80220	\$10,000.00
01561	NOSES E CARMEN DAUBER JR	724 SHIRLEY NE	ALBUQUERQUE	87123	\$10,000.00
01562	GUARANTEE & TRUST CO	P.O. BOX 8963	WILMINGTTON	19899	\$4,000.00
01564	LUCILLE HARKLEY	39 MARD DRIVE	GREELEY	80631	\$60,000.00
01565	ROBERT W GREGORY	POST OFFICE BOX 457	GREELEY	80632	\$10,000.00
01566	FRANK C GREGORY	P.O. BOX 457	GREELEY	80632	\$10,000.00
01567	JOHN L FLORENCE HOWARD	412 40TH AVENUE	GREELEY	80631	\$10,000.00
01568	HELEN R WELCKER	P.O. BOX 56	SANTA MONICA	90406	\$50,000.00
01569	MELTON W OCHSNER	1840 NORTH 184TH	SEATTLE	98133	\$14,000.00
01570	M. JUNE HALVERSON	ROUTE 1 BOX 419	LA FERIA	78059	\$10,000.00
01571	JONI F BENNETT	4633 RUE BAYOU	SANIBEL	33957	\$50,000.00
01572	WILLIAM A HARLING	731 NE 8 COURT	PUNPANO BEACH	33060	\$10,000.00
01573	WILLIAM H GAMBLIN	RR 2 - P.O. BOX 12	GALVESTON	46932	\$10,000.00
01574	MARION H SNIDER	820 SOUTH ARMSTRONG	KOKOMO	46901	\$20,000.00
01575	FRANCIS D FORD	1570 NE 30 PLACE	OAKLAND PARK	33334	\$10,000.00
01576	MILDRED C DICK	1802 WELDON	ANN ARBOR	48103	\$10,000.00
01577	RICHARD C MARGIE WELSH	16662 LAAVENDA	HOUSTON	77062	\$10,000.00
01578	GUARANTEE & TRUST CO	P.O. BOX 8963	WILMINGTTON	19899	\$6,000.00
01579	RETIREMENT ACCTS INC	P.O. BOX 3017	WINTER PARK	32749	\$2,000.00
01580	HAROLD L FIELD	1700 - 8TH STREET	GREELEY	80621	\$10,000.00
01581	XAVIER M BROCK	10006 BROAD STREET	BETHESDA	44208	\$40,000.00
01582	BARBARA D HART	4660 OCEAN BLVD APT J-2	SARASOTA	33581	\$40,000.00
01583	DKA E SHARP	122 PATRICIA DRIVE	KOKOMO	46902	\$32,000.00
01584	CECIL C FANCETT	121 CANAAN DR RR 12	FT MYERS	33908	\$20,000.00
01585	MATTHEW DIAMOND	2302 LUCAYA LANE APT H3	COCONUT CREEK	33066	\$20,000.00
01586	JOSEPH L CORRIE CANGELOSE	1105 DENSMARIE DRIVE	WINTER PARK	32792	\$20,000.00
01587	JOSEPH L COPRESTI	STANDART WOODS APT H85	AUBURN	13021	\$8,000.00
01588	CHARLES R HAY III	408 LAKESHORE DRIVE	BENNETTSVILLE	29512	\$15,500.00
01589	CHARLES R HAY III	408 LAKESHORE DRIVE	BENNETTSVILLE	29512	\$11,500.00
01590	JOHN CHEELETTIS	2713 HEADLAND	ST. CHARLES	63301	\$10,000.00
01591	CORRIE L EPPERSON	2713 MARTHA	PASADENA	77502	\$10,000.00
01592	MARILYN NEWLAND	613 HORSE LEE ST	EVANSTON	82930	\$10,000.00

RDR 6/05/82

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

FFC310

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01693	CHARLES R MAY III	408 LAKESHORE DRIVE	BENNETTSVILLE SC 29512	10	5,000.00
01694	PHILIP R BODE	506 DOHENY WAY	CASSELBERRY FL 32707	10	5,000.00
01695	ANNE M GATHY	5495 NW 10 COURT	PLANTATION FL 33313	10	5,000.00
01696	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	10	5,000.00
01697	BETTY GOLDBERG	634 CORAL DRIVE	CAPE CORAL FL 33904	50	25,000.00
01698	VIRGINIA E PETERSON	1665 PALM HILL DRIVE	LONGWOOD FL 32750	48	24,000.00
01699	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	6	3,000.00
01700	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	6	3,000.00
01701	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01702	ROGER HERB	2671 NE 18TH TERRACE	LIGHTHOUSE POINT FL 33064	10	5,000.00
01703	WILLIAM J GOWRIE	1850 S OCEAN BLVD APT 806	POMPANO BEACH FL 33062	20	10,000.00
01704	PETER TACOBBO	BRANDY BROOK ROAD	MURTH SCITUATE RI 02857	10	5,000.00
01705	THOMAS W EASTON	5802 BEAR LAKE CIRCLE	ORLANDO FL 32810	40	20,000.00
01706	INTL CENTRAL BANK	P O BOX A	EL TORO CA 92630	30	15,000.00
01707	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	7	3,500.00
01708	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	7	3,500.00
01709	THOMAS E HARUT	7469 SWALLOW RUN	ORLANDO FL 32807	20	10,000.00
01710	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	4	2,000.00
01711	RETIREMENT ACCTS INC	P O BOX 3017	WINTER PARK FL 32790	3	1,500.00
01712	MARJORIE P SNEDIGAR	3317 FLINT DRIVE	RAPID CITY SD 57701	20	10,000.00
01713	MARY H WILSON	3324 HUCKLE LANE	PLANO TX 75023	15	7,000.00
01714	JOSEPH J MILLER	7350 CHULA VISTA	BIRMINGHAM MI 48010	10	5,000.00
01715	MAX FENNER	145 RAMBLEWOOD ROAD	MOORESTOWN NJ 08057	10	5,000.00
01716	YVONNE H AKEY	7432 HAL TAI DRIVE	ORLANDO FL 32807	10	5,000.00
01717	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01718	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01719	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01720	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01721	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	3	1,500.00
01722	LEENA L OLIVE	2610 NE 20TH STREET	POMPANO BEACH FL 33062	150	75,000.00
01723	S DUANE ELLINGSON	4514 LOOKOUT MOUNTAIN	RAPID CITY SD 57701	100	50,000.00
01724	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	72	36,000.00
01725	SUSAN E HINES	4910 IDYLWILD TRAIL	BOULDER CO 80301	50	25,000.00
01726	KELAND R HAMILTON	101 SE 13TH STREET	POMPANO BEACH FL 33060	40	20,000.00
01727	CHARLES B NOVAK	3701 S PEACH WAY	DENVER CO 80237	40	20,000.00
01728	J A DEMPSEY	P O BOX 75276	HOUSTON TX 77234	20	10,000.00
01729	ALICE D STOKELL	1536 SE 12TH STREET	DEERFIELD BEACH FL 33441	20	10,000.00
01730	HOWARD D SIMON	225 QUINCY STREET	RAPID CITY SD 57701	20	10,000.00
01731	HOWARD G JONES	3823 SD 249TH	KENT WA 98031	14	7,000.00
01732	DOROTHY J DELOO	1061 CEDAR ROAD	LACROSSE WI 54601	10	5,000.00
01733	ROBERT LATSKO	35590 HATHERLY	STERLING HEIGHTS MI 48077	10	5,000.00
01734	FRANK L FRALDI	8701 W HWY 98	PANAMA CITY FL 32407	10	5,000.00
01735	GUARANTEE L TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,500.00
01736	1015 C LOUISE CATER	1307 WOODLAND PLACE	HIGH POINT NC 27262	40	20,000.00
01737	BETTY H ANDERSON	22315 6TH AVE SOUTH A304	DE S MARES WA 98110	30	15,000.00
01738	WILLIAM K AVERITT	160 CLARK COURT	LAFAYETTE LA 70503	10	5,000.00
01739	SKATEBOARD L MCKENRICK	5820 NE 22ND WAY NO-623	FT LAUDERDALE FL 33308	10	5,000.00
01740	JOHN KELLY	1221 SPRING CIRCLE DRIVE	CORAL SPRINGS FL 33045	10	5,000.00

DETAIL LISTING OF PARTNERS ADMITTED

EFFECTIVE AS OF 4/12/82

NUMBER	NAME	ADDRESS	CITY / STATE / ZIP	UNITS PURCHASED	CAPITAL CONTRIBUTION
01641	GUARANTEE C 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	40	20,000.00
01644	ANNA POMPOIO	603 SW 53RD TERRACE	CAPE CORAL FL 33904	40	20,000.00
01645	HARVIN L SCHAEFFER	2400 VAN BUREN	LOVELAND CO 80537	20	10,000.00
01646	GUARANTEE C 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	LAKESIDE 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	COMALETA 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 RALPH 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 R MCCOY	307 CRYSTAL	LEAGUE CITY TX 77573	29	10,000.00
01659	WILLIAM J KAYE	2433 NE 24TH STREET	LIGHTHOUSE POINT FL 33064	100	50,000.00
01660	PHILIP C 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 C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01663	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00
01664	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	5	2,000.00
01665	GUARANTEE C TRUST CO	P O BOX 8963	WILMINGTON DE 19899	4	2,000.00

404 ITEM COUNT

FINAL TOTAL

10,000 6,000,500.00

9478 4,938,000.00

47

plus total from report # 315

10,025 5,012,500