

AGREEMENT OF LIMITED PARTNERSHIP  
OF  
NORWALK PRESERVATION LIMITED PARTNERSHIP  
A CALIFORNIA LIMITED PARTNERSHIP

THIS AGREEMENT OF LIMITED PARTNERSHIP (the “**Agreement**”) is entered into as of January 3, 2012 by and among IHO NORWALK LLC, a California limited liability company, as managing general partner (the “**Managing General Partner**”), NORWALK PRESERVATION PARTNERS LLC, a California limited liability company, as the administrative general partner (the “**Administrative General Partner**”) and NORWALK PRESERVATION PARTNERS LLC, a California limited liability company, as limited partner (the “**Limited Partner**”), by which the parties form NORWALK PRESERVATION LIMITED PARTNERSHIP, a California limited partnership (the “**Partnership**”). The Managing General Partner and the Administrative General Partner may collectively be referred to as the “**General Partners**.” The General Partners and the Limited Partner may collectively be referred to as the “**Partners**.” Terms not otherwise defined in the body of this Agreement are defined in Section 7.7 below.

The Partners agree as follows:

1. Formation of the Limited Partnership.

(a) The parties hereto form the Partnership as a limited partnership under and pursuant to the California Uniform Limited Partnership Act of 2008 (the “**Act**”).

(b) The Administrative General Partner shall execute, acknowledge and cause to be filed with the California Secretary of State, a Certificate of Limited Partnership pursuant to the provisions of the Act.

2. Name of the Partnership. The name of the Partnership shall be “NORWALK PRESERVATION LIMITED PARTNERSHIP, a California limited partnership”, or such other name as may be selected by the General Partners. In the event the General Partners select a new name for the Partnership, the General Partners shall cause notice of the new name to be given to the Partners and a revised Certificate of Limited Partnership shall be filed by the General Partners with the California Secretary of State.

3. Principal Place of Business. The principal place of business of the Partnership shall be c/o NORWALK PRESERVATION PARTNERS LLC, 21515 Hawthorne Blvd., Suite 125, Torrance CA 90503-6514, or such other place in the State of California as the Managing General Partner shall determine.

4. The Partners.

(a) The name and address of the Managing General Partner is as follows:

IHO Norwalk LLC

2192 Dupont Drive, Suite 105  
Irvine, CA 92612

- (b) The name and address of the Administrative General Partner is as follows:

NORWALK PRESERVATION PARTNERS LLC  
21515 Hawthorne Blvd Suite 125  
Torrance CA 90503

- (c) The name and address of the Limited Partner is as follows:

NORWALK PRESERVATION PARTNERS LLC  
21515 Hawthorne Blvd Suite 125  
Torrance CA 90503

5. Term of the Partnership. The term of the Partnership shall commence as of the date that the Certificate of Limited Partnership is filed with the California Secretary of State, and shall continue until December 31, 2080, at which time it shall be dissolved and wound up, unless such date is extended by the written consent of the Partners or unless the Partnership is earlier dissolved by operation of law, mutual agreement of the Partners or judicial decree.

6. Purposes.

- (a) The primary purpose of the Partnership shall be to:

(i) acquire, rehabilitate and operate the real property and improvements thereon known as NORWALK Apartments, located within the City of Norwalk, California (the “**Project**” or “**Property**”);

(ii) rehabilitate the Project to provide multi-family affordable housing and other appurtenant improvements;

(iii) hold and operate the Property multifamily affordable housing;

(iv) borrow, receive assistance, apply for and receive tax credits, grants, loans or other financing, enter into any agreements or contracts in pursuit of the foregoing; and

(v) engage in any other business or activity which a limited partnership may carry on under the laws of the State of California.

(b) The Partnership may execute, deliver and perform all applications, agreements and contracts and other undertakings and engage in all activities and transactions as may in the opinion of the General Partners be necessary or advisable to carry out the foregoing purposes.

7. General Partners' Powers. Unless limited by this agreement, the General Partners shall have all powers permitted by the Act for a general partner of a California limited partnership, in order to pursue the purposes and conduct the business of the Partnership. Such powers shall include, but not be limited to, the right to contract by the General Partners on behalf of the Partnership and to reimburse the General Partners for expenses (not including capital contributions) incurred by them in connection with the business of the Partnership before or after the date of this Agreement.

7.1 Property Tax Savings. The parties acknowledge that the savings (“**Property Tax Savings**”) contemplated by California Revenue and Taxation Code Section 214(g) (the “**Welfare Exemption**”) are necessary in order for the Partnership to meet its debt underwriting and financing assumptions, and therefore to keep the Project affordable to low-income tenants. The parties further acknowledge that the Partners would not acquire the Project and provide affordable housing created by the Project unless the Property Tax Savings were available to help underwrite the Mortgages. The Partners shall use their best efforts to maintain the Welfare Exemption during the life of the Partnership.

7.2 Authority of Managing General Partner. In accordance with the BOE Regulations, the Managing General Partner shall materially participate in the control, management and direction of the Partnership’s business for the purposes stated in Section 6 of this Agreement. Among other rights and obligations already set forth in this Agreement, the Managing General Partner shall: (i) have the right to vote on all Major Decisions of the Partnership, (ii) perform Substantial Management Duties (as set forth in Section 7.3), (iii) directly, or indirectly under its supervision, manage the Partnership, (iv) conduct annual physical inspections of the Project to ensure that the Project is being used as low-income housing and meets all of the requirements set forth in the applicable BOE Regulations and (v) annually submit the Annual Certification.

7.3 Substantial Management Duties. In accordance with the BOE Regulations, the Managing General Partner shall have the substantial management duties listed in this Section 7.3 (collectively, the “**Substantial Management Duties**”). The Substantial Management Duties shall be in addition to the Managing General Partner’s other obligations as a Partner in the Partnership at law and under the Agreement. The Managing General Partner’s Substantial Management Duties shall consist of:

(a) participating in hiring and overseeing the work of all persons necessary to provide services for the management and operation of the Partnership’s business including the Management Agent, auditor, attorneys and other professional rendering services to the Partnership;

(b) monitoring compliance with all government regulations and filing or supervising the filing of all required documents with government agencies;

(c) determining the amount and the timing of distributions to Partners and establishing and maintaining all required reserves;

(d) preparing or causing to be prepared all reports to be provided to the Partners or the Lenders consistent with the requirements of the Agreement or the Project Documents; and

(e) ensuring that charitable services or benefits, such as vocational training, educational programs, childcare and after-school programs, cultural activities, family counseling, transportation, meals and linkages to health and/or social services are provided or information regarding charitable services or benefits are made available to the tenants of the Project.

In addition to the duties of the Managing General Partner specifically set forth above, to the extent not designated as duties of the Managing General Partner in the Agreement, the Managing General Partner, with the written consent of all Partners to the extent otherwise required by this Agreement, may also undertake any or all of the following specific management duties:

(a) coordinating all present and future development, construction or rehabilitation of low-income housing property that is the subject of the Agreement;

(b) acquiring, holding, assigning or disposing of property or any interest in property;

(c) executing and enforcing all contracts executed by the Partnership;

(d) executing and delivering all Partnership documents on behalf of the Partnership;

(e) borrowing money on behalf of the Partnership, encumbering the Partnership's assets, placing title in the name of a nominee to obtain financing, prepaying in whole or in part, refinancing, increasing, modifying or extending any obligation; and

(f) paying organizational expenses incurred in the creation of the Partnership and all operational expenses.

7.4 Delegation, Authority of Managing General Partner. Except as specifically prohibited herein and subject to the following, the Managing General Partner may delegate certain of its powers, rights and obligations hereunder, and may appoint, employ, contract or otherwise deal with any entity or person for the transaction of the business of the Partnership, which entity or person may, under supervision of the Managing General Partner, perform any acts or services for the Partnership as the Managing General Partner may approve, provided, however, that such delegation shall not excuse the Managing General Partner from overseeing on an ongoing basis, the activities assigned. In accordance with the BOE Regulations, the Managing General Partner may delegate some or all of its Substantial Management Duties only to persons who, under its supervision, may perform such duties for the Partnership subject to the supervision of the Managing General Partner. If the Managing General Partner elects to delegate one or more of its Substantial Management Duties, the Managing General Partner shall be prepared to demonstrate that it is actually supervising performance of such delegated duties.

## 7.5 BOE Certification.

(a) Under BOE Property Tax Rule 140.2, a limited partnership in which the managing general partner is an eligible nonprofit corporation or eligible limited liability company meeting the requirements of BOE Property Tax Rule 140.1 that owns low income property for which it intends to claim the welfare exemption from real property taxes under RT Code Sections 236 and 214(g), as amended, must file with the BOE an application for Supplemental Clearance Certificate (the “**Supplemental Certificate**”) for each low income housing project. The application for Supplemental Certificate requires the General Partners must certify, under penalty of perjury, the following (the “**Supplemental Certification**”):

(i) the acquisition, construction, development or operation of the Project, or any combination of these factors, is financed with low income housing tax credits or government financing as defined in the BOE Property Tax Rule 140;

(ii) there is an enforceable and verifiable regulatory agreement or recorded deed restriction as defined in the BOE Property Tax Rule 140, that restricts all or a portion of the Project’s usage for rental to lower income households and the units designated for the use by lower income households are continuously available to or occupied by lower income households at rents that do not exceed those prescribed by the terms of a regulatory agreement or recorded deed restriction , as defined in BOE Property Tax Rule 140, or to the extent that none are provided in the regulatory agreement or recorded deed restriction, at rents that do not exceed those prescribed by section 50053 of the California Health and Safety Code, as amended;

(iii) funds that would have been necessary to pay property taxes are used to maintain the affordability of, or reduce rents otherwise necessary for, the units to be occupied by lower income households;

(iv) the Managing General Partner meets the requirements of BOE Property Tax Rule 140.1; and

(v) all of the information provided as part of the application of Supplemental Certificate, including any accompanying statements or documents, is true, correct and complete to the best knowledge and belief of the person(s) signing the application.

(b) The Supplemental Certificate will only be granted if the Managing General Partner has already been granted an Organizational Clearance Certificate by the BOE as required under RT Code Section 254.6. The application for the Supplemental Certificate is filed prior to the initial Welfare Exemption filing and is not required to be filed thereafter. In addition, in lieu of submitting the Partnership’s limited partnership agreement annually to the BOE for review, the Managing General Partner, on an annual basis, may file the Annual Certificate. The Annual Certificate requires the Managing General Partner certify, under penalty of perjury, that the Partnership’s limited partnership agreement provide sufficient management authority and duties to qualify it as the managing general partner of the Partnership (the “**Annual Certification**”).

(c) The Partners have determined that, in order to obtain the Welfare Exemption in the most timely and efficient manner, it is in the best interest of the Partnership that the Managing General Partner file the Supplemental Certificate, and thereafter, that the Managing General Partner file the Annual Certificate in connection with the Partnership's annual claim for the Welfare Exemption. The Managing General Partner hereby agrees to file the Supplemental Certificate and related documentation with the BOE in compliance with applicable procedures. The Managing General Partner hereby agrees to annually file the Annual Certificate. The Limited Partners acknowledge that both the Supplemental Certificate and the Annual Certificate require that the Managing General Partner attest to certain matters related to the management of the Partnership under penalty of perjury. The Administrative General Partner and Limited Partner agree to provide the Managing General Partner with all necessary information, documentation and/or certifications reasonably required by the Managing General Partner in order to allow the Managing General Partner to determine that the requirements of the Supplemental Certificate and Annual Certificate have been met.

7.5 Maintenance by Managing General Partner of Records and Documents. In accordance with the BOE Regulations, the Managing General Partner shall maintain records and documents evidencing the duties performed by the Managing General Partner (the "**Management Documents**"). Such records and documents may include, but are not necessarily limited to (1) accounting books and records; (2) tax returns; (3) budgets and financial reports; (4) reports required by the Partnership's lender or lenders; (5) documents related to the rehabilitation of the Project; (6) legal documents such as contracts, deeds, notes, leases and deeds of trust; (7) documents related to compliance with government regulations and filings; (8) documents related to property inspections; (9) documents related to charitable services or benefits provided or the information provided regarding such services or benefits; (10) reports prepared for all Partners; (11) bank account records; (12) audited annual financial statements for the Partnership; and (13) the management agreement relating to the Project.

To the extent that any such Management Documents are not within the control or possession of the Managing General Partner, the Administrative General Partner agrees to provide or cause to be provided copies of such documents to the Managing General Partner upon written request from Managing General Partner.

7.6 In the event that the BOE revises the BOE Regulations in a manner that requires an amendment to the Partnership Agreement, or the BOE or another government agency notifies the Partnership that the Partnership Agreement does not comply with any requirement for obtaining or maintaining the Welfare Exemption, then the Partners shall act in good faith to amend the Partnership Agreement to the extent necessary in order to obtain or maintain the Welfare Exemption.

#### 7.7 Defined Terms.

"**Annual Certification**" means the certification submitted annually to the county assessor for the county in which the Project is located certifying that the Project meets all of the requirements set forth in the applicable BOE Regulations.

“**BOE**” means the California State Board of Equalization.

“**BOE Regulations**” means the regulations of the BOE, as amended and supplemented from time to time.

“**BOE Forms**” means the forms prescribed by the BOE, as amended and supplemented from time to time.

“**Major Decision**” means any act of the Partnership that requires a vote of a majority interest of the General Partners of the Partnership.

“**Return Certification**” means the certification received from the county assessor confirming receipt of the Annual Certification and that the Project meets all of the requirements set forth in the applicable BOE Regulations.

“**RT Code**” means the California Revenue and Taxation Code, as amended and supplemented from time to time.

“**Substantial Management Duties**” means the duties the Managing General Partner is obligated to perform pursuant to this Agreement.

8. HUD Provisions/Transferability.

(a) Notwithstanding any other provision of this Agreement, so long as HUD is the insurer or holder of any note evidencing the HUD Insured Loan (the “**HUD Note**”) secured by a deed of trust (the “**HUD Deed of Trust**”) and further evidenced by a regulatory agreement (the “**HUD Regulatory Agreement**”) recorded against the Project, no amendment to this Agreement that results in any of the following will have any force or effect without the prior written consent of HUD:

- (i) Any amendment that modifies the term of this Agreement;
- (ii) Any amendment that activates the requirement that a HUD previous participation certification be obtained from any additional partner;
- (iii) Any amendment that in any way affects the HUD Note, HUD Deed of Trust, or security agreement on the Project related thereto (the “**HUD Security Agreement**”) or the HUD Regulatory Agreement;
- (iv) Any amendment that would authorize any Partner other than the Managing General Partner to bind the Partnership for all matters concerning the Project which require HUD’s consent or approval;
- (v) A change in the Managing General Partner of the Partnership;
- (vi) A change in the purposes, nature and general character of the Partnership; or

(vii) Any change in a guarantor of any obligation to HUD.

(b) The Partnership is authorized to execute the HUD Note, HUD Deed of Trust, and HUD Security Agreement in order to secure the HUD Insured Loan and to execute the HUD Regulatory Agreement and other documents required by HUD in connection with the HUD Insured Loan (collectively, the “**HUD Loan Documents**”). William E. Szymczak, the Manager of the Administrative General Partner, is designated as the official representative for all matters concerning the Project which require HUD consent or approval. The Manager of the Administrative General Partner is authorized to execute all documentation on behalf of the Partnership in connection with the HUD Insured Loan. The signature of the official representative will bind the Partnership in all such matters. The Partners may from time to time appoint a new representative to perform this function, but within three (3) business days of doing so, will provide HUD with written notification of the name, address and telephone number of its new representative. When a person other than the person identified above has full or partial authority of management of the Project, the Managing General Partner, on behalf of the Partnership, will promptly provide HUD with the name of that person and the nature of that person’s management authority.

(c) Any incoming Partner must as a condition of receiving an interest in the Partnership agree to be bound by the HUD Note, HUD Deed of Trust, HUD Security Agreement, HUD Regulatory Agreement and any other documents required in connection with the HUD Insured Loan to the same extent and on the same terms as the other Partners.

(d) Notwithstanding any other provisions of this Agreement, upon any dissolution, no title or right to possession and control of the Project, and no right to collect the rents from the Project, shall pass to any person who is not bound by the HUD Regulatory Agreement in a manner satisfactory to HUD.

(e) Notwithstanding any other provisions of this Agreement, in the event that any provision of this Agreement conflicts with the HUD Loan Documents, the provisions of the HUD Loan Documents shall control.

(f) So long as HUD is the insurer or holder of the HUD Note, the Partnership may not voluntarily be dissolved or converted to another form of entity without the prior written approval of HUD.

(g) Each Partner, and any assignee of a Partner, agrees to be liable in their individual capacities to HUD with respect to the following matters:

(i) For funds or property of the Project coming into their hands, which by the provisions of the HUD Regulatory Agreement, they are not entitled to retain;

(ii) For their own acts and deeds, or acts and deeds of others which they have authorized, in violation of the provisions of the HUD Regulatory Agreement;

(iii) The acts and deeds of affiliates, as may be defined in the HUD Regulatory Agreement, which the person or entity has authorized in violation of the provisions of the HUD Regulatory Agreement; and



(iv) As otherwise provided by law.

(h) Notwithstanding the distribution and other payment provisions contained in this Partnership Agreement, or any other term or provision of this Partnership Agreement to the contrary, no distributions or other payments of any Partnership funds, income, receipts, or other revenue of any nature whatsoever shall be made to any General or Limited Partner, except from "Surplus Cash" as that term is defined in the HUD Regulatory Agreement, and only at the time and in the manner as specified in the HUD Regulatory Agreement.

(i) HUD's prior written consent shall be obtained prior to any assignment or transfer of Partnership interests (including, without limitation, an assignment or transfer by operation of law) that either (x) activates the requirement that a HUD previous participation certification or limited liability company certification be obtained from any additional partner or entity, or (y) otherwise requires HUD's consent pursuant to applicable HUD rules, regulations and administrative requirements.

(j) The Partnership Property as defined herein shall be the sole asset of the Partnership and the ownership and operation of the Partnership Property shall be the sole business purpose of the Partnership. The purpose of the Partnership shall be to construct, own, hold, operate, refinance, manage, sell and lease the Partnership Property and to engage in any and every other kind or type of activities related or incidental thereto.

(k) The Partnership shall not indemnify, hold harmless, or pay any judgments or claims asserted against the Partners except to the extent mandated by state law and/or to the extent that such indemnification is limited to liability insurance coverage or distribution approved by HUD from "Surplus Cash" as defined in the HUD Regulatory Agreement.

(l) The Partnership shall not be dissolved or converted to another form of entity prior to the date which is ten (10) years following the recited maturity date of the HUD-insured deed of trust.

(m) No provision required by HUD to be inserted into the organizational documents may be amended without prior HUD approval, so long as HUD is the insurer or holder of the note.

8.1 Prior Notification of HUD Approval. If the Project has HUD assistance or insurance (project-based Section 8 assistance, FHA mortgage insurance, or any other type of financing that necessitates the filing of a Form 2530 Previous Participation Certificate with HUD (a "**Previous Participation Certification**"), the General Partner shall Notice the Limited Partner of such requirement along with the information required for such Previous Participation Certification and shall provide adequate information to the Limited Partner to enable the Limited Partner to file any additional documents with HUD. Such information shall include but not be limited to the following:

1. Type of financing and governmental agency providing such assistance, FHA project number, Section 8 contract number or other agency identification number (if any);

2. Closing date/date of receipt of assistance;
3. Date that Local Partnership (as that term is defined in the HUD rules and regulations) Interest is intended to be acquired by the Partnership;
4. Property address and last inspection date/rating;
5. Status of any pre-existing loan on the project (current, defaulted, assigned or foreclosed) and if ever defaulted, an explanation as to the causes of such default/foreclosure; and
6. Name of Partnership.

The General Partners shall also be required to advise Limited Partner of any REAC (Real Estate Assessment Center) inspection reports it receives with respect to any Local Partnership as well as any notices from HUD indicating any adverse finding with respect to a Local Partnership, including, but not limited to, the following:

- (a) Management review findings;
- (b) Section 8 HAP contract violations; and
- (c) HUD Regulatory Agreement violations

9. Capital Contributions.

(a) The initial capital contribution obligations of the Partners shall be made and allocated as follows:

<u>Partner</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
Managing General Partner	\$ .01	.0051%
Administrative General Partner	\$ .01	.0049%
Limited Partner	\$99.99	99.990%

(b) Additional capital contributions shall be made at the times and in such amounts as shall be mutually agreed upon by the Partners.

10. Loans, advances, management fees and Developer fees

It is anticipated that the Managing General Partner and the Administrative General Partner will be making loans to the partnership prior to and/or at closing. At the time new financing is closed (which is anticipated to be the HUD loan), this Agreement will be amended again at closing when an investor is admitted to the partnership. At that time, the Partnership will execute a developer fee agreement, asset management agreements, and similar agreements with the following terms:

- a) If the project receives a **9% allocation**, 30% of the approximately \$2,000,000 developer fee will be paid to IHO and 70% will be paid to Preservation Partners Development III LP. To the extent possible, developer fees will be paid out of development proceeds, if

any, with the balance paid annually out of “surplus cash” as defined by HUD. A \$10,000 a year asset management fee will be payable to each General Partner commencing in the first calendar year after the year in which the developer fee is paid in full, and after all general partner advances, all remaining cash flow not going to the limited partner would be split 70% PPD/ 30%IHO.

- b) If the project receives a **4% allocation**, 30% of the approximately \$2,500,000 developer fee will be paid to IHO and 70% will be paid to Preservation Partners Development III LP. To the extent possible, developer fees will be paid out of development proceeds, if any, with the balance paid annually out of “surplus cash” as defined by HUD. A \$10,000 a year asset management fee will be payable to each General Partner commencing in the first calendar year after the year in which the developer fee is paid in full, and after all general partner advances, all remaining cash flow not going to the limited partner would be split 70% PPD/ 30% PPD.
- c) \$850,000 IHO or Managing General Partner bridge/equity loan advanced at closing to accrue interest at 7% simple interest (or AFR if higher); and if partnership is successful in obtaining a loan from a financial institution under the Federal Home Loan Bank's Affordable Housing Program (“AHP”), the entire loan should be repaid from the investor 18 months from closing when IRS Form 8609's are approved. Should the Partnership be unsuccessful in its AHP submittals, the \$850,000 loan will be paid from all cash flow prior to Seller cash flow, but after the asset management fees paid to (1) Limited Partner, (2) the Managing General Partner, (3) the Administrative General Partner and (4) any deferred developer fee. Payments on the bridge/equity loan from IHO or the Managing General Partner will commence after the developer fee is paid in full with payments first applied to accrued interest and thereafter principle.

11. Income, Profits and Losses Income. Profits and losses of the Partnership shall be allocated in accordance with the Percentage Interests set forth in Paragraph 9.

12. Distribution of Cash and Other Property. Any distribution of cash or other property from the Partnership to the Partners as a distribution of the profits of the Partnership shall be made in the percentages set forth in Paragraph 9 Any such distributions in return of capital contributions shall be made in proportion to unreturned capital contributions. Distributions shall first be made in return of capital contributions.

13. Accounting Method. The Partnership shall keep its books on an accrual basis in accordance with tax accounting principles.

14. Withdrawal of Managing General Partner.

(a) The Limited Partner may require the Managing General Partner to withdraw from the Partnership in the event the Managing General Partner is no longer exempt from federal income tax pursuant to Internal Revenue Code § 501(c)(3).

15. Assignment and Assumption. The General Partners hereby assign, transfer, grant and convey to the Partnership any and all right, title, interest and claim either General Partner may have in, to, under or arising out of any and all contracts or agreements related to the Project or the acquisition of the Project. The Partnership hereby accepts and assumes any and all right, title, interest and claim either General Partner may have in, to, under or arising out of any and all contracts or agreements related to the Project or the acquisition of the Project, and agrees to be bound by all the provisions of such contracts and agreements.

16. Distributions on Dissolution. Upon the Partnership's dissolution, prior to any distributions to the Partners, the Partnership assets in the course of the liquidation shall be applied to the payment to the Partnership's creditors, excluding the Partnership's debts and liabilities to Partners and their affiliates.

17. Amendment of the Partnership Agreement. This Agreement may be amended, in whole or in part, upon the written consent of the Partners.

18. Governing Law. This Agreement, and the rights of the Partners hereunder, shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

MANAGING GENERAL PARTNER:  
IHO NORWALK LLC,  
a California limited liability company

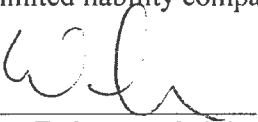
By: Irvine Housing Opportunities, Inc., a California nonprofit  
public benefit corporation  
Its: Sole and Managing Member

By: Mary M. Watson  
Mary Watson, PhD.  
Its: President

ADMINISTRATIVE GENERAL PARTNER:  
NORWALK PRESERVATION PARTNERS LLC,  
a California limited liability company

By: William E. Szymczak  
William E. Szymczak, Manager

LIMITED PARTNER:  
NORWALK PRESERVATION PARTNERS LLC,  
a California limited liability company

By:   
William E. Szymczak, Manager