

ADDENDUM TO LIMITED PARTNERSHIP AGREEMENT OF \_\_\_\_\_

The undersigned consisting of all of the general and limited partners of \_\_\_\_\_, a limited partnership agree:

That on \_\_\_\_\_ a declaration of limited partnership was executed by:

---

The initial capital contributions set forth in the agreement herein shall be held by \_\_\_\_\_, as ESCROW AGENT, in an interest bearing trust account. All limited or general partners shall pay over their agreed capital contributions to the ESCROW AGENT, who shall provide a receipt for all funds received to the payee thereof.

As each capital contribution is received, the \_\_\_\_\_ limited partnership shall deliver to ESCROW AGENT Limited Partnership certificates representing the interests paid for. These certificates shall be retained by ESCROW AGENT, in trust, pending reaching the "Break Escrow amount (defined below)."

ESCROW AGENT shall hold all funds strictly in trust, and shall only disburse the same to Wiggly Worms upon the receipt of a minimum amount of \$ \_\_\_\_\_ (\_\_\_\_\_ ) (referred to as the "break escrow" amount) have been collected within \_\_\_\_\_ days. Should the break escrow amount not be reached by the deadline specified, the ESCROW AGENT shall refund the sums collected to those depositing them, together with their proportional interest earned. Further, the limited partnership certificates shall be returned to the limited partnership.

If the break escrow amount is reached, the ESCROW AGENT shall disburse the funds, including any interest earned, to the LIMITED PARTNERSHIP and shall release the certificates of limited partnership interest to those having made capital contributions.

Once deposited sums shall not be refundable prior to the deadline for ascertaining whether escrow has been broken, and, return of capital contributions shall not be required if escrow is broken.

The ESCROW AGENT shall be indemnified by both parties from any claims provided that the ESCROW AGENT shall act in accordance with the escrow instructions set forth herein.

These escrow instructions may only be modified by a writing executed by all limited and general partners named in the declaration of limited partnership and any other depositors to the escrow fund.

Dated: \_\_\_\_\_

Accepted by:

---

Escrow Agent