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March 30, 2010
Revised April 1, 2010

Mr. Don L. Hartman
11242 Osprey Lake Lane
West Palm Beach, FL 33412

Re: Harris v. RHH Partners, LP, et al.
C.A. No. 1198-VCN
Date Submitted: February 19, 2010

Dear Mr. Hartman:

I have your letter, dated February 18, 2010, which I will treat as a motion for reargument of my decision set forth in the letter opinion of January 27, 2010. The issue is whether the Limited Partnership Agreement's (the "Agreement") reference to receipt of the "mutual covenants . . . and other valuable consideration" relieves you of any obligation to make the capital contribution of $1,000 required by paragraph 6 of the Agreement.

First, I note that motions for reargument under Court of Chancery Rule 59(f) must be filed within five days of receipt of the Court's decision. The Court's records

indicate that you would have received the letter opinion on or about January 27, 2010, well over a week before the motion for reargument was filed. Accordingly, it appears that your motion for reargument was not filed timely.

Second, as to the substance of the motion, the question is not conclusive by a mere recitation of receipt of "other valuable consideration," especially in light of the overwhelming evidence, as presented by Mr. Harris, that the $1,000 contribution was never paid into the partnership. Moreover, the reference to consideration in the introductory language goes either to the mutual promises exchanged between the general partner and the limited partner or to some *other* valuable consideration tendered at the time of formation of the partnership. There is no indication that this introductory provision actually addresses the substance of paragraph 6 of the Agreement, i.e. capital contributions. Indeed, the text of paragraph 6 provides that the general partner "shall contribute." The use of the word "shall" in this context has both future and mandatory aspects. If the $1,000 capital contribution had been paid, the text of paragraph 6 would (or at least should) have been different.

In short, because it appears that the initial capital contribution was never made, the Court did not misapprehend a material fact or misapply the law in a way that would alter the outcome of its earlier decision.[1]

Accordingly, the motion for reargument is denied.

IT IS SO ORDERED.

Very truly yours,

/s/ John W. Noble

JWN/cap
cc: Mr. Robert H. Harris
Register in Chancery-K

[1] *See, e.g.*, *W. Ctr. City Neighborhood Ass'n, Inc. v. W. Ctr. City Neighborhood Planning Advisory Comm., Inc.*, 2003 WL 23021929, at *1 (Del. Ch. Dec. 18, 2003).