

withdrawing Insolvent Partner for such conveyance and assignment shall be a sum equal to what such withdrawing Insolvent Partner would have received in the event of complete dissolution of the Partnership at such time of conveyance and assignment, based upon an appraisal of the assets of the Partnership made in accordance with the provisions of Paragraph 11. Payment to the Insolvent Partner of the amount so determined for its interest shall be made within ninety (90) days after such amount is determined and such payment shall be by promissory note of the acquiring Partners payable over a five-year period and bearing interest at 6%, cash, or any any other mutually satisfactory manner.

16. Bank Accounts. All funds of the Partnership are to be deposited in such bank account or accounts as shall be designated by the General Partner. Withdrawals therefrom may be made by such officers of the General Partner as may be designated by the General Partner from time to time to execute checks on behalf of the Partnership.

17. Books, Records and Reports. The Partnership's books and records and this Agreement and all amendments thereto shall be maintained at the principal office of the Partnership or at such other place as the General Partner may determine, and shall be open to the reasonable inspection and examination of the Partners or their duly authorized representatives. Such books and records shall be kept in accordance with sound income tax accounting principles. Annual financial reports indicating the profit and loss of the Partnership in respect of each Share, shall be mailed to each person who held a Partnership interest during the Partnership's accounting year in such form as to enable him to report his distributive share of such items for federal income tax purposes. The Partnership shall also send such other information as is reasonably available to the Partnership which may be helpful in determining the amount of taxable income.

18. Accounting Year. The accounting year of the Partnership shall be the calendar year.

19. Profits and Losses. Profits and losses of the Partnership shall be determined by the Partnership's Certified Public Accountants in accordance with generally accepted accounting principles. Annual depreciation shall be taken into account in a manner acceptable for Federal income taxes. For purposes of Sections 702 and 704, of the Internal Revenue Code of 1954, or the corresponding provisions of any future Federal Internal Revenue law, or any similar tax laws of any state or jurisdiction, the determination of each Partner's distributive share of all Partnership items of income, gain deduction, loss, credit or allowance for any period or year shall be made in accordance with and in proportion to such Partner's interest in the Partnership as set forth beside his signature on the execution page of this Agreement. No Limited Partner shall be required to make any contribution to the Partnership because of losses of the Partnership.

20. Cash Flow.

A. Cash Flow of the Partnership is hereby defined to mean:
 (1) The taxable income for Federal income tax purposes as shown on the books of the Partnership, increased by (a) The amount of depreciation deductions taken in computing such taxable income, and by (b) Any non-taxable income or receipts received by the Partnership not including the proceeds of any mortgage loan, and reduced by (a) Payments upon the principal of any mortgages upon Partnership assets or of short term loans (five years or less) of the

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