

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 the General Partner or such agents as may be designated by the General Partner from time to time to execute checks on behalf of the Limited Partnership.

Article 12. Bankruptcy of Partner. If any Partner (hereinafter referred to as "Insolvent Partner") shall take advantage of any bankruptcy or insolvency act, or if any insolvency petition shall be filed against any Partner and final adjudication of insolvency or bankruptcy entered thereon, or if any Partner shall make an assignment for the benefit of his or its creditors, then within ninety (90) days after such adjudication or assignment, the other Partners (or any one of them) shall have the absolute option and right to continue this limited partnership and require the Insolvent Partner to convey and assign its interest to one or more of the Partners designated by the other Partners. The amount to be paid the 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 Limited Partnership at such time of conveyance and assignment, based upon an appraisal of the assets of the Limited Partnership made by three (3) appraisers; one chosen by the other Partners, one chosen by the Insolvent Partner, and the third appraiser chosen by the other two appraisers. 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 in cash, or in any other mutually satisfactory manner.

Article 13. Dissolution of Partnership. This Limited Partnership shall terminate and be dissolved upon the occurrence of