

maintain full and accurate books of the Partnership, showing all receipts and expenditures, assets and liabilities, profits and losses, and all other records necessary for recording the Partnership's business and affairs, including those sufficient to record the allocations and distributions provided in Article X. The books of the Partnership shall be kept on a cash basis and maintained in accordance with generally accepted accounting principles. Such books and records shall be open for the inspection and examination of all Partners in person or by their duly authorized representatives at reasonable times.

12.2 FISCAL YEAR. The fiscal year of the Partnership shall be the calendar year.

12.3 REPORTS. On or before March 15th of each year, an annual unaudited statement showing the revenue and expenses of the Partnership and the balance sheet thereof at the end of the previous year shall be prepared by the Partnership and furnished to each Partner for use in preparing his income tax return. Upon dissolution, the Partnership shall have an audit of its balance sheet and statement of revenue and expenses by certified public accountants selected by the General Partners and shall furnish to each Partner copies of such balance sheet, statement of revenue and expenses and a statement of such Partner's share of the Partnership's profit or loss and distribution of each, if any, together with a letter of said accountants covering such balance sheet and statement within ninety (90) days after the end of such year. The Partnership shall also furnish to any Limited Partner such other reports on the Partnership's operations and condition as may be reasonably requested.

12.4 BANK ACCOUNTS. All funds of the Partnership shall be deposited in its name in such checking and savings accounts of time certificates as shall be designated by the General Partners. Withdrawals therefrom shall be made upon such signature or signatures as the General Partners may designate.

12.5 TAX RETURNS. In addition to the annual report, the General Partners shall cause income tax returns for the Partnership to be prepared and filed with the appropriate authorities.

12.6 ACCOUNTING DEDUCTIONS. All decisions as to accounting principles, except as specifically provided to the contrary herein, shall be made by the General Partners, in their sole discretion; provided, however, that no election shall be made to capitalize expenses which would otherwise be deductible by the Partnership unless approved by all of the Partners.

ARTICLE XIII

AMENDMENTS

13.1 METHOD OF AMENDMENT. This Agreement and Certificate of Limited Partnership may be amended at any time in accordance with the provisions of this Article XIII.

(a) No amendment of the following provisions of this Agreement may be made without the unanimous written consent of all the Partners, General and Limited:

(i) The Partnership interests and capital con-

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