

day period for improvements to be made to said structure shall be distributable among the Partners in the same proportions as their profit sharing percentages and shall be distributed within thirty (30) days after the expiration of said ninety (90) day period.

In the event of a sale or exchange or other disposition of a substantial part of this Limited Partnership's assets, the net proceeds thereof shall be distributed by the General Partner to the Partners in a manner as provided herein, and this Partnership shall terminate; provided, however, that should all of the Partners agree otherwise, said net proceeds or -any part thereof shall not be distributed and this Partnership shall not terminate.

(c) Subsequent Cash Requirements. It is understood and agreed that in the event future cash is required to operate the Partnership venture, such cash shall be provided by the General Partner as required as a non-interest bearing loan; provided, however, that in no event shall the Limited Partners be required to contribute. It is also understood that one of the primary reasons for the Limited Partners joining in this Agreement with the General Partner is that the General Partner shall be obligated to manage the apartment complex for the benefit of the Partnership for the management fee stipulated herein in Paragraph 9, unless released in writing from that obligation by the Limited Partners. Operating deficits advanced by the General Partner shall cumulatively be first reimbursed to the General Partner out of the next available cash flow prior to any distribution to any of the Partners of the Partnership.

7. Banking. Partnership funds shall be maintained in an account or accounts with any bank as determined from time to time by the General Partner, any and all withdrawals from said account or accounts shall require the signature of the General Partner, and any and all contractual obligations of this Partnership shall require the signature of the General Partner.

3. Liability of Limited Partners. Notice is hereby given to all and sundry persons, and it is specifically agreed as between the parties hereto, that the liability of the Limited