

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 accounts 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.

(d) All funds of the Partnership shall be deposited in its name in such checking and savings accounts or 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.

(e) In addition to the annual report, the General Partners shall cause Partnership information returns to be prepared and filed with the appropriate authorities.

(f) 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.

XIX. Indemnification. The Partnership (but not the Limited Partners) shall indemnify the General Partners against any loss or threat of loss as a result of any claim or legal proceeding related to the performance or non-performance of any act concerning the business or activities of the Partnership so long as the General Partners were acting in good faith within what they reasonably believed to be the scope of their authority and for a purpose for which they reasonably believed to be in the best interest of the Partnership. Further, the General Partners shall not be liable, responsible or accountable in damages or otherwise to the Limited Partners or the Partnership for any acts of fraud or willful negligence.

XX. Amendments. This Agreement may be amended at any time in accordance with the provisions of this Section XX.

(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 Contributions of the various Partners as specified in Section VI hereof; (ii) the allocation of net profits, net losses and cash flow as specified in Section XVI hereof; (iii) the status of the Limited Partners as specified in Section VIII hereof; (iv) the right of a Limited Partner to assign his interest and to substitute another person as a Limited Partner, as provided in Section IX hereof; (v) the status of the General Partners as provided in Section X hereof; and (vi) the right to vote or the percentage necessary for passage of any matter upon which the Partners are entitled to vote.

(b) Any other provision of this Agreement may be amended by the vote of Limited Partners holding two-thirds (2/3) of the then outstanding Limited Partnership Units and concurrence of the General Partners.

(c) The Agreement shall be amended whenever: (i) there is a change in the name of the Partnership or the amount or character of the Contribution of any Limited Partner; (ii) a person is substituted as a Limited Partner; (iii) an additional Limited Partner is admitted; (iv) a person is admitted as a successor General Partner; (v) there is a change in the character of the business of the Partnership (vi) there

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