

5. ALLOCATIONS AND DISTRIBUTIONS.

(a) The income, gains, losses and credits for the Partnership (as determined for federal income tax purposes) shall be allocated among the Partners according to each Partner's percentage interest in the Partnership.

(b) All cash distributions by the Partnership shall be divided among all the Partners according to each Partner's percentage interest in the Partnership.

(c) Upon the liquidation of the Partnership, pursuant to Section 13 hereof, any cash available for distribution shall be distributed among the Partners according to each Partner's percentage interest in the Partnership and in accordance with Section 13.

(d) Each Partner's capital account shall be credited with each Partner's respective percentage of the profits and losses of the Partnership. No interest shall be paid on any accumulations in the capital accounts.

6. POWER AND DUTIES OF GENERAL PARTNERS.

(a) The management and control of the Partnership and its business shall rest exclusively with the General Partners. Without limiting the generality of the foregoing, the General Partners shall have full power to: (i) manage the property; (ii) execute such documents as they may deem necessary or desirable for Partnership purposes; (iii) sell, transfer, assign, convey, lease, sublet, mortgage or otherwise dispose of or deal with all or any part of the property; (iv) borrow money; and (v) perform or cause to be performed all of the Partnership's obligations, and exercise or cause to be exercised all of the Partnership's rights, under any agreement to which the Partnership or any nominee of the Partnership is a party. The fact that a Partner is employed by, or is directly or indirectly connected with any person, firm or corporation shall not prohibit the General Partners from employing or otherwise dealing with such person, firm or corporation.

(b) Each General Partner shall have the power to execute and/or accept any instrument or agreement incident to the Partnership's business and in furtherance of its purposes. Any instrument or agreement so executed or accepted by a General Partner in his own name shall be deemed executed and accepted on behalf of the Partnership by the General Partner.

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