

2. It is intended that the capital accounts of the Partners shall be maintained at all times in proportion to their interests in profits and losses of the Partnership.

3. An individual drawing account shall be maintained for each Partner. All withdrawals by a Partner shall be charged to his drawing account. Each Partner's share of any Partnership net loss shall be charged to his drawing account, unless the Partners by a majority in interest vote agree to charge the loss to the capital accounts of the Partners. Each Partner's share of Partnership profits shall be credited to his drawing account. The Partners may determine, by a majority vote, to transfer to Partnership capital all or any portion of the balance in the drawing accounts of the Partners. Any amounts transferred shall be in the proportions of the Partners' interests in profits or losses of the partnership.

4. A credit balance in the Partner's drawing account shall constitute a liability of the Partnership to that Partner; it shall not constitute a part of that Partner's interest in the capital of the Partnership. A debit balance in a Partner's drawing account, whether occasioned by drawing in excess of his share of Partnership profits or by charging him for his share of Partnership loss, shall constitute an obligation of that Partner to the Partnership; it shall not reduce his interest in the capital of the Partnership.

5. Subject to the retention of such reserves as may be necessary to meet the requirements of any loan or loans which may be secured by any assets of the Partnership, and to provide for current operating and development expense, any cash that the partnership may have shall be subject to withdrawal, as follows:

- (a) 75 days after the end of each year of the Partnership, withdrawals of excess cash shall be made in the same ratio as the partners' respective percentage rights to share in the profits of the Partnership on the date of withdrawal.
- (b) Any further withdrawals shall be made by mutual agreement of the Partners but shall be in the same ratio as the Partners' respective percentage rights to share in the profits of the partnership on the date of the withdrawals.
- (c) It is the intention of the Partners that if sufficient cash reserves are or will be available to provide for the reasonably contemplated operating expenses of the Partnership, arrangement shall be made, subject to mutual agreement of the Partners, for periodic cash withdrawals more frequently than the annual withdrawals referred to above.

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