

or unforeseen liability or obligations of the Partnership or of the then General Partner arising out of or in connection with the Partnership. Such reserves shall be paid over by the then General Partner to a bank or to an attorney at law as escrowee, to be held for the purpose of disbursing such reserves in payment of any of the aforementioned contingencies, and, at the expiration of such period as the then General Partner shall deem advisable, to distribute the balance thereafter remaining in the manner provided in this section in the order named. Such assets on hand after payment of all such debts and liabilities is hereafter referred to as Distributable Net Worth.

- C. To the payment to each of the Partners who have contributed capital to the Partnership out of the balance, if any, of the difference between his cash contribution of capital and the aggregate amount of all distributions made to him of cash which are considered as being a return of capital for Federal income tax purposes so that each such Partner shall receive, if available, the return of his capital prior to any payment to the other Partners as hereafter provided.
- D. The balance of any monies or other assets shall then be divided among all the Partners in proportion to their respective Partnership interests as set forth beside their signatures on the execution page of this Agreement.

A reasonable time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to the creditors so as to enable the then General Partner to minimize the normal losses attendant upon a liquidation.

Each of the Partners shall be furnished with a statement prepared by the Partnership's then Certified Public Accountants, which shall set forth the assets and liabilities of the Partnership as at the date of complete liquidation and the manner in which the assets of the Partnership are to be distributed. Upon the then General Partner complying with the foregoing distribution plan (including payment over to the escrowee if there are sufficient funds therefor), the Limited Partners shall cease to be such, and the then General Partner, as the sole remaining Partner of the Partnership, shall execute, acknowledge and cause to be filed a Certificate of Cancellation of the Partnership.

Anything in this agreement to the contrary notwithstanding, the then General Partner shall not be personally or individually liable for the return of any capital contributions of Limited Partners, or any portion thereof, it being expressly understood that any such return shall be made solely from Partnership assets; nor shall the General Partner be required to pay to the Partnership or any Limited Partner any deficit reflected in the Partnership capital account upon dissolution or otherwise.

24. Term of Leases and Other Transactions. The Partnership shall have the power to enter into leases, loan arrangements and any and all other business and legal transactions for a period of years extending beyond December 31, 2023, and dissolution of the Partnership for any reason will not shorten the term of any such lease or transaction entered into by or on behalf of the Partnership.

25. Notices. Each Partner shall keep the Partnership informed as to his current address. Any and all notices required under the provisions of this Agreement mailed to a Partner, at the last address given to the General Partner by him, by registered or certified mail, shall constitute the notice required under this Agreement.

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