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or sales shall be had, having due regard to the activity and condition of the real estate market and general financial and economic conditions.

14. PARTNERS DEALING WITH THE PARTNERSHIP. Any Partner may deal or contract with the Partnership as though he were an unrelated party having no interest in the Partnership. Any such dealings by a Partner shall have no effect on his distributive share of the Partnership's profits or losses.

15. BOOKS. The Partnership books shall be maintained by Rovner, Cook, Shaw & Company, or such other CPA's as the Partners shall select, and each Partner shall at all times have access thereto. The books shall be kept on a calendar year basis. Annual financial statements and tax returns shall be made as of the closing date.

16. BANKING. All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the Partners. All withdrawals therefrom are to be made on checks signed by any Partner.

17. ACTIVITIES OF GENERAL PARTNERS. No General Partner shall be liable to the Partnership for any act or omission by him pursuant to the authority granted to him by this Agreement, other than a breach of any term or covenant contained in this Agreement, fraud, bad faith, willful misfeasance or gross negligence. Each of the General Partners shall indemnify and save harmless the Partnership from any loss or liability arising out of his breach of any term or covenant contained in this Agreement, fraud, bad faith, willful misfeasance or gross negligence. The Partnership shall indemnify and save harmless each of the General Partners from any loss or liability incurred by him by reason of any act performed by him on behalf of the Partnership or in furtherance of the Partnership's interest other than his breach of any term or covenant contained in this Agreement, fraud, bad faith, willful misfeasance or gross negligence. During the continuation of the Partnership, any of the Partners may acquire, promote, develop, operate and manage real property on his own behalf or on behalf of other entities with which he is affiliated or associated. Notwithstanding this Agreement, any General Partner and any of his affiliates or associates

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