

for no purpose be construed or otherwise deemed to limit or restrict the rights and remedies (including, without limitation, an action for damages) of Company against Owner in the event of a default by Owner under the Agreement or the Purchase Agreement which has not been cured within the time period prescribed in Section 8.02 of the Agreement.

ARTICLE IV

MANAGEMENT OF FUNDS

Section 4.01 Bank Accounts. A bank account or accounts in the name of Owner shall be opened and maintained at such bank or banks as Owner shall designate. During the term of the Agreement Owner shall cause such employees or agents of Company as Company shall designate to have the right to make deposits in and withdrawals from such account(s). All funds provided under the Agreement by Owner or arising from Gross Revenues, Company's Advances, interest on Owner's funds, or otherwise, shall be deposited in such account(s) and shall be withdrawn therefrom only for payments pursuant to the Agreement and the Purchase Agreement. Company shall be entitled to pay to itself (from the bank account(s)) when due under the Agreement the Periodic Management Fee and any Incentive Management Fee and shall pay all fees payable to The Smith, Mehre and Smith Company under the Agreement, keeping accurate records of the computation and payment of all such fees and accounting for all deposits in and withdrawals from such account(s) in the monthly accounting statements furnished Owner. When Operating Income is sufficient for any calendar year to pay Owner's Preferred Return, Company shall pay the amount of such Return to Owner in accordance with the Agreement from its said bank account(s). At the time of payment of any Incentive Management Fee, Company shall pay over to Owner from such bank account(s) an amount equal to such Incentive Management Fee payment. If at any time Company shall make a Company's Advance for the purpose of paying Owner's Preferred Return, the amount of such Advance shall be paid directly to Owner by Company from Company's own funds and shall not be deposited in or withdrawn