

10. Allocation of Profits, Losses and Distributions: (a)

The net profits and net losses of the partnership in any calendar year shall be divided among, and charged against, the partners proportionately on the last day of each calendar year of the partnership in proportion to each partners' respective percentage of ownership of the partnership as of that date. As used herein, the terms "net profit" and "net losses" shall mean the net profits or net losses of the partnership as determined by generally accepted accounting principles.

(b) The cash flow of the partnership shall be distributed to the partners in proportion to each partner's respective percentage of ownership of the partnership on the date of any such distribution. Distribution of cash flow will be made annually, or more frequently, but only if, in the absolute judgment and discretion of the General Partners, they unanimously agree that such distributions will not in any way jeopardize or limit the business of the partnership. As used herein, the term "cash flow" shall mean net profits or net losses of the partnership plus depreciation, less payments of principal on mortgages or other debts, and less any amounts deemed appropriate by the General Partners to provide an adequate reserve for replacements, contingencies, or other costs or expenses incident to the ownership or operation of the property.

(c) All deductions earned on account of operations of the partnership during each calendar year shall be allocated to the partners in proportion to each partners respective percentage of ownership of the partnership as of the last day of such calendar year.

11. Rights and Liabilities of Limited Partners: (a) The Limited Partners shall not take part in the management of the business of the partnership, transact any business on behalf of the partnership, or have any right to sign for or bind the partnership.

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