

distributed in kind and its book value shall be treated as a gain or loss on sale of the property and shall be credited or charged to the partners in the proportions of their interests in profits or losses as specified in Article VII.

Section 12.3 Balance Owed by a Partner.

If, pursuant to winding up, any partner shall have a debit balance in his capital account, whether by reason of losses in liquidating partnership assets or otherwise, the debit balance shall represent an obligation from him to the other partners, to be paid in cash within thirty (30) days after written demand by the other partners.


ARTICLE XIII

Indemnification Among Partners


As among themselves, the partners agree that their individual liabilities for any partnership indebtedness shall be limited to the percentages of their respective capital contributions as stated in Article V above. To the extent that any partner shall pay more than his percentage share of any partnership indebtedness or obligation, the other partners shall indemnify such partner by paying to him their respective percentages in accordance with the terms of this Article.

IN WITNESS WHEREOF, the partners have signed this Partnership Agreement the day and year first above written.


Signed, sealed and delivered in the presence of:



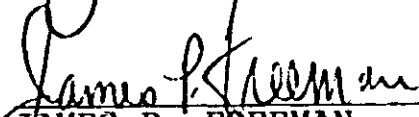
JOHN D. AIKEN, JR.



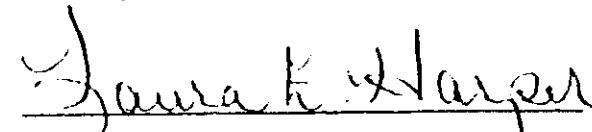
JOHN W. CRONIN



RALPH ANDERSON



JAMES P. FREEMAN



LAURA K. HARPER



JOHN D. LOCKE, JR.



SIDNEY P. MITCHELL



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