

(d) If a distribution is made in kind, immediately prior to such distribution, the General Partner shall determine the fair market value of the property distributed and adjust the Capital Accounts of all Partners upwards or downwards to reflect the difference between the book value and the fair market value thereof, as if such gain or loss had been recognized upon an actual sale of such property and allocated pursuant to Sec. 3.05. Each such distribution shall reduce the Capital Account of the distributee Partner by the fair market value thereof.

(e) The provisions of this Sec. 5.05 shall apply to distributions made in connection with any withdrawal under Article V and in connection with dissolution pursuant to Article VI, unless otherwise provided for in Article VI.

(f) (i) The General Partner may withhold and pay over to the Internal Revenue Service (or any other relevant taxing authority) such amounts as the Partnership is required to withhold or pay over, pursuant to the Code or any other applicable law, on account of a Partner's distributive share of the Partnership's items of gross income, income, gain or gross sale or disposition proceeds.

(ii) For purposes of this Agreement, the amount of any taxes so withheld or paid over by the Partnership, and any other Investor-Related Taxes borne by the Partnership, with respect to a Partner's distributive share of the Partnership's gross income, income, gain or gross sale or disposition proceeds shall be deemed to be a distribution or payment to such Partner, reducing the amount otherwise distributable to such Partner pursuant to this Agreement and reducing, without duplication, the Capital Account of such Partner. If the amount of such taxes is greater than any such distributable amounts, then such Partner and any successor to such Partner's Interest shall pay the amount of such excess to the Partnership, as a contribution to the capital of the Partnership. If the Partnership becomes subject to any Investor-Related Tax or other tax (including interest, penalties and additions to tax) relating to amounts previously distributed to a Partner that has subsequently withdrawn from the Partnership, such withdrawn Partner shall promptly contribute such amount to the Partnership following receipt of notice thereof from the Partnership.

(iii) The General Partner shall not be obligated to apply for or obtain a reduction of or exemption from withholding tax on behalf of any Partner that may be eligible for such reduction or exemption. To the extent that a Partner claims to be entitled to a reduced rate of, or exemption from, a withholding tax pursuant to an applicable income tax treaty, or otherwise, the Partner shall furnish the General Partner with such information and forms as such Partner may be required to complete where necessary to comply with any and all laws and regulations governing the obligations of withholding tax agents. Each Partner represents and warrants that any such information and forms furnished by such Partner shall be true and accurate and agrees to indemnify the Partnership and each of the Partners from any and all damages, costs and expenses resulting from the filing of inaccurate or incomplete information or forms relating to such withholding taxes.