

times, and shall be at liberty to make such extracts therefrom as he may think fit.

8. On or before January 31 of each year during the continuance of the Partnership, an account shall be taken by an accountant to be agreed upon by the partners of the financial condition of the partnership, and a balance sheet and profit and loss account shall be prepared by such accountant, and a copy thereof furnished to each of the partners, who shall be bound thereby unless some manifest error shall be discovered within three (3) calendar months, in which case such error shall be rectified. Immediately after the preparation of the balance sheet and profit and loss account, the net profits, if any, shown by such account shall be divided.

9. Each partner shall: (a) diligently tend to the business of the partnership. (b) Punctually pay his separate debts and indemnify the other partners and the assets for the firm against the same and all expenses on account thereof. (c) forthwith deposit all monies, checks and negotiable instruments received by him on account of the partnership into the partnership's checking account. (d) be just and faithful to the other of the partners and at all times give to such other partners full information and truthful explanation of all matters relating to the affairs of the partnership and afford every assistance in his power in carrying on the business for their mutual advantage.

10. Neither partner shall, without the consent of the others: (a) employ or dismiss any agent or employee of the partnership. (b) endorse any note or act as an accommodation party, or otherwise become surety for any person. (c) on behalf of the partnership borrow or lend money, or make, deliver or accept any extraordinary commercial paper, or execute any mortgage, security agreement, bond or lease. (d) purchase or contract to purchase, or sell or contract to sell any property for or of

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