

or any portion of any real or personal property at any time held in its name shall be signed by the partners who have a majority interest in the profits and losses of the partnership. All partners agree to act and execute any necessary documents in accordance with decisions so made.

All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partnership. All withdrawals therefrom are to be made upon checks signed by two (2) partners so designated by the partnership.

VIII

BOOKS AND RECORDS. Adequate accounting records of all partnership business shall be kept and these shall be open to inspection by any of the partners at all reasonable times. At the end of each calendar year, a complete accounting of the affairs of the partnership shall be furnished to each partner, together with such appropriate information as may be required to each partner for the purpose of preparing his income tax return for that year.

IX

BYLAWS. All of the partners and the activities of the partnership shall be guided by the bylaws of the partnership as set forth in "Exhibit C" and as amended from time to time.

X

ASSIGNMENT OF INTERESTS IN PARTNERSHIP. In the event any of the partners desire to sell or otherwise dispose of his interest in said partnership, the party desiring to sell or otherwise dispose of said interest shall first offer his interest to the remaining partners according to their proportionate interests.

Should there be any disagreement between the selling party and the remaining partners as to the value of the interest being sold, then

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