

and agreed that all of the partners now elect to report accelerated depreciation computed on the sum-of-the-year digits method.

13. Bank Accounts.

(a) All funds of the partnership are to be deposited in the partnership name in such bank or banks located in the City of Macon, Georgia, as may be designated by a General Partner.

(b) Withdrawals from any such bank account or accounts shall be made only in the regular course of the partnership's business and shall be made upon the signature of a General Partner or such other person, or persons, who may hereafter be so authorized by power of attorney, duly executed and acknowledged by the General Partners.

14. Rights, Duties and Powers of Partners.

(a) The business of the partnership shall be conducted and managed by the General Partners in accordance with the provisions of the Partnership Law of the State of Georgia. The General Partners shall possess and enjoy all of the rights and powers of General Partners as provided in the Partnership Law of the State of Georgia; provided, however, that the General Partners shall not have the right, except with regard to specific acts as elsewhere authorized in this agreement, without the written consent of 70% in interest of the Limited Partners (i) to sell or exchange all or any part of the real property owned by the Partnership; (ii) to enter into or terminate a lease of all or substantially all of the real property owned by the partnership; (iii) to refinance, recast, increase, modify or extend any mortgages which may affect any property owned by the Partnership, or enter into a new mortgage affecting the same; or (iv) to demolish any building owned by the Partnership, substantially alter or reconstruct any such building or build a new building on real property owned by the partnership.

(b) The General Partners agree to render, without compensation, such personal services to the partnership as he, in his sole discretion, may deem necessary. It is also expressly understood that the

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