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in the Partnership Agreement dated August 14, 1972, by and between the parties hereto, which Agreement is incorporated herein by reference.

(3) Management, Duties and Restrictions.

(a) The decisions of M. P. Norungolo and T. C. Threatt (hereinafter sometimes called the Managing Partners) shall be controlling with respect to the management, conduct and operation of the partnership business in all respects and in all matters, including but not limited to, full power to sell and convey the property or any parts thereof on such terms as they may determine, to lease the property or any parts thereof on such terms and for such periods as they may determine, to mortgage the property, whether such mortgage be a first or second mortgage lien, to make any agreements modifying any such lease or mortgage, and to borrow or lend money on behalf of the partnership. In the event M. P. Norungolo and T. C. Threatt shall be unable to agree on any matter in connection with the aforesaid management and control of the said property and business, or if either shall be incapable of acting, then the consent of a majority of all the partnership shall be controlling with respect to the management, conduct and operation of the partnership business. In the event either or both of the Managing Partners become incapable of acting, either due to death, incompetency, retirement or otherwise, the majority of the remaining partners shall appoint from among their number a new Managing Partner or partners. The management, operation and development of the business affairs of the partnership shall be at the risk of the partnership and not at the risk of the Managing Partners, except to the extent of the Managing Partners' interest in the partnership.

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