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6.4.5 Except as in Article VIII below, assign, mortgage, pledge, hypothecate, sell, or in any manner transfer his interest in the Partnership or in its capital assets or property, or enter into any agreement as a result of which any person shall become interested with him in the Partnership;

6.4.6 Do any act detrimental to the best interests of the Partnership or which would make it impossible to carry on the ordinary business of the Partnership.

6.5 All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by all the Partners. Checks drawn on the Partnership bank account shall be for Partnership purposes only and must be signed by Robert D. Terrell, President of The Terrell Co., Inc., or any officer of The Terrell Co., Inc. designated on the signature card on file with the bank.

6.6 The Partnership books shall be maintained at the principal office of the Partnership, and each Partner shall at all reasonable times have access thereto. The books of the Partnership shall be kept on a cash basis.

#### ARTICLE VII.

##### Voluntary Dissolution

7.1 The Partnership may be dissolved at any time upon a vote taken in accordance with Section 6.1, in which event the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership. The assets of the Partnership shall first be used to pay or provide for all debts of the Partnership. Thereafter, all moneys in the income accounts of the Partners shall be paid to the Partners respectively entitled thereto. Then the remaining assets shall be divided according to the proportionate interests of the Partners on the basis of their respective capital accounts as they stood upon the date of such dissolution, after crediting or debiting thereto the net profit or net loss accrued or incurred, as the case may be, from the date of the last accounting to the date of dissolution.

#### ARTICLE VIII.

##### Sale of a Partnership Unit

8.1 Any Partner (hereinafter the "Offering Partner") may at any time negotiate the sale of his entire unit (or units) in the Partnership for a price and upon such terms as he deems acceptable.

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