

10.) No interest shall be paid on the initial contributions to the capital of the partnership or any subsequent contributions of capital.

11.) The net profits of the partnership shall be divided proportionately between the partners and the net losses shall be borne proportionately by them.

12.) W. Brent Lovern shall be empowered by the partners to execute all documents for the partnership.

13.) No partner shall, without the consent of the other partners:

a.) Borrow money in the firm name for the firm purposes or utilize collateral owned by the partnership as security for such loans;

b.) Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;

c.) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgement, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all the property of the partnership;

d.) Lease or mortgage any partnership real estate or any interest therein or enter into any contract for such purposes;

e.) Pledge or hypothecate or in any manner transfer his interest in the partnership, except to the other parties to this agreement;

f.) Become a surety, guarantor, or accommodation party to any obligation.

14.) The partnership shall maintain adequate accounting records.

All books, records and accounts of the partnership shall be open at all times to inspection by all partners.

15.) The books of accounts shall be kept on a cash basis.

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