

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

(a) Borrow money in the firm name for 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 judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all of the property of the partnership.

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

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

(f) Become a surety, guarantor, or accomodation 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 account shall be kept on a cash basis.

16. The books of account shall be kept on a calendar year basis.

17. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. Checks shall be drawn on the partnership bank account for partnership purposes only and shall be signed by any one of the partners.

5210

4328-W-2