

(b). Each partner may have other business interests and may engage in any other business or trade, profession, or employment whatsoever, on his own account, or in partnership with or as an employee of or as an officer, director, or shareholder of any other person, firm or corporation, and he shall not be required to devote his entire time to the business of the partnership. No partner shall be obligated to devote more time and attention to the conduct of the business of the partnership than shall be required for the supervision of the ownership, operation, and management of the Partnership Property.

(8). Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made on checks signed by any two partners.

(9). Books. The partnership books shall be maintained at the principal office of the partnership, and each partner shall at all times have access thereto. The fiscal year of the partnership shall be the calendar year. The books shall be closed and balanced at the end of each such fiscal year. An audit shall be made as of the closing date.

(10). Voluntary Termination. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to sell the real and personal property owned by the partnership and to liquidate the business of the partnership. The partnership shall be dissolved also by the sale of all the real property owned by the partnership. Upon dissolution, the assets of the partnership business shall be used and distributed in the following order:

- a. To pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations;

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