

#2
DBR
ZAY

including labor, computer hardware costs, and computer time useage costs.

(5) Salary and Drawings. No partner shall receive any salary for services rendered to the partnership.

(6) Interest. No interest shall be paid on the initial contribution to the partnership or any subsequent contribution to capital or any loans.

(7) Management, Duties and Restrictions. All of the partners will participate in the management of the partnership. The approval of all partners shall be required for any transaction involving the purchase or sale of real estate, the granting of any mortgage, right-of-way, or other encumbrance on real estate, the acquisition or sale of personal property having a value in excess of \$500.00, and other major transactions. All other decisions to be made in the management of the partnership shall only require the approval of one partner.

RCS shall put forth its best efforts in the designing, development, implementation, documentation, and support of the system. It is agreed between the parties that RCS' best efforts shall include a minimum of twenty (20) hours of work each week devoted to the design, development, implementation, documentation, and support of the system.

IEC shall provide RCS with adequate computer facilities and computer expenses and supplies in the design, development, implementation, documentation, and support of the system. It is expressly agreed between the parties that adequate facilities, expenses, and supplies shall require expenditure of a minimum of \$20,000.00 in costs and expenses per year.

IEC and RCS expressly agree that the obligations to devote a minimum of twenty (20) hours of work per week and to provide adequate facilities with a minimum expenditure of \$20,000.00 per year shall cease once the system has been developed or two (2) years from the date the agreement is signed, whichever first occurs. The duration of these

9 1 9 6

4328 N-4