

of sale, lease, contract of sale or other commitment purporting to convey or encumber the interest of the partnership in all or any portion of any real or personal property at any time held in its name shall be signed by the partners who have a majority interest in the profits and losses of the partnership. All partners agree to act and execute any necessary documents in accordance with decisions so made.

All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partnership. All withdrawals therefrom are to be made upon checks signed by two (2) partners so designated by the partnership.

VIII.

BOOKS AND RECORDS. Adequate accounting records of all partnership business shall be kept and these shall be open to inspection by any of the partners at all reasonable times. At the end of each calendar year, a complete accounting of the affairs of the partnership shall be furnished to each partner, together with such appropriate information as may be required by each partner for the purpose of preparing his income tax return for that year.

IX.

BYLAWS. All of the partners and the activities of the partnership shall be guided by the bylaws of the partnership as set forth in "Exhibit C" and as amended from time to time.

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