

8. 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. The partnership shall maintain its accounting records and shall report for income tax purposes on the cash basis of accounting. At the end of each fiscal 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 income tax returns for that year. One of the partners shall be elected and designated as the partner responsible for maintaining and keeping the books and records and preparing and furnishing annual tax information to the partners.

9. Banking. All funds of the partnership shall be deposited and kept in its name in such partnership bank account or accounts as shall be designated by the partners. All withdrawals therefrom shall be made upon checks signed by one of the partners.

10. Management. Each partner shall have a voice in the management of the partnership business. Except as otherwise provided in this Agreement, all decisions relating to the partnership business shall be made by a vote of partners who own a majority in amount of the total capital accounts of all partners. No partner shall receive any compensation for services rendered to the partnership unless previously agreed upon by the partners.

11. Powers. The partnership shall be authorized to exercise all powers reasonable and necessary to conduct its business. Without limiting the foregoing, the partnership may:

- A. Acquire and deal with any part or all of the partnership property, whether real or personal, including, but not limited to leasing, selling, exchanging, conveying and granting options with respect thereto.