5.

(6) It is the intenton of the Partners that if sufficient cash reserves are or will be available for providing for the reasonable contemplated expenses of the Partnership, arrangements shall be made, subject to majority agreement of the Partners for periodic cash withdrawals more frequent than the annual withdrawals referred to above.

ARTICLE VI

PROFITS AND LOSSES

(1) There shall be allocated proportionate to each Partner's share all the net profit and/or loss of the Partnership.

ARTICLE VII

MANAGEMENT: DUTIES AND RESTRICTIONS

(1) Each partner shall participate in the management of the Partnership business. Any two partners are specifically authorized to execute deeds. The signature of two Partners shall be required to execute notes, mortgages and other instruments of indebtedness and/or hypothecation on behalf of the Partnership. All Partners are authorized and empowered to determine all questions relating to the conduct of the Partnership's ordinary business, and such determination, (excepting, however, the determination of the fractional interest of any Partner in the capital, net profits, or net losses of the Partnership, or of his claims against the Partnership, or of its claims against him) shall be binding on all Partners. Without limiting the generality of the foregoing, no Partner, without the written consent of a majority of the Partners, may commit any of the following acts with respect to the Partnership, its business, or assets:

(a) Assign, transfer, pledge, compromise, discharge or release any of its claims or debts, without payment in full, or arbitrate or consent to the arbitration of, any of its disputes or controversies.

(b) Make, execute, and deliver any assignment for the benefit of creditors, or any bond, confession of judgment, security agreement, deed, guaranty indemnity bond, surety bond, or contract to sell, or contract of sale of, its entire (or substantially all of its) property, or any other contract, under seal, whether similar or dissimilar to any of the foregoing.