

conveyance; agreements to purchase, sell, lease, or otherwise concerning personal property; pledges, deeds of trust and other security agreements; promissory notes, checks, drafts, and other negotiable instruments; and all other documents and agreements that general partners deem reasonable or necessary in conjunction with the development of the properties of the partnership and the operation and management thereof. The execution and delivery of any such instrument must be executed by both general partners and shall be sufficient to bind the partnership.

ARTICLE IV

CAPITAL

4.1 The capital of the partnership shall be such amount as the partners may agree from time to time. Each partner has made or will make an equal contribution to the capital account, either in cash or in physical assets or both, at agreed evaluations.

4.2 No partner shall withdraw any of this capital unless the majority of the other partners agree.

4.3 Any and all profits and losses of the partnership shall be shared equally by the partners.

ARTICLE V

BOOKS AND RECORDS

5.1 The books and records of the partnership, together with all the documents and papers pertaining to the business of the partnership, shall be kept at the principal place of business of the partnership, and at all reasonable times shall be open to the inspection of and may be copied and excerpts taken therefrom by any partner or his duly authorized representative provided that such inspection is made in good faith and without any intent to damage the partnership or any of the partners.

ARTICLE VI

BANK ACCOUNTS

6.1 The firm shall maintain checking or other accounts in such banks as the partners shall agree upon. Withdrawals shall be on signature as agreed upon by the partners.

*WPK
4/16/02*

ARTICLE VII

DISSOLUTION

7.1 The partnership shall continue until the earliest of the following dates:

- (a) The date on which all or substantially all of the property acquired by the partnership is sold or otherwise disposed of;
- (b) The date on which the partnership is voluntarily dissolved by a majority of the partners by vote or written consent;
- (c) The date on which the partnership is dissolved by operation of law or judicial decree; or
- (d) The date on which a general partner files for bankruptcy.

ARTICLE VIII

LIQUIDATION

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