

to him.

3. Except as provided in Article XVIII, relating to liquidation, the Partner's share of the Partnership income or loss, as provided in Article VIII, shall be charged or credited to the Partners' capital accounts following the close of the Partnership accounting year.

4. A Partner who transfers all or part of his Partnership interest shall have his capital account reduced by the percentage of his Partnership interest which is transferred and the transferee shall have a beginning capital account of the same amount. The capital account may be a deficit account.

5. The Partnership accounting year shall be the calendar year and the Partnership books shall be maintained using the same method followed by the Partnership for federal income tax purposes.

#### ARTICLE VIII.

##### PROFITS AND LOSSES

The Partners shall share profits and losses in accordance with their Partnership Interests.

#### ARTICLE IX.

##### VOTING

1. The total voting power of the Partnership shall be 100%. Each Partner shall have voting power in the Partnership in accordance with his Partnership Interest.

2. A vote of 2/3rds of voting power shall be required for the adoption of any business to come before the Partnership, unless expressly requiring a different percentage under these Articles.

#### ARTICLE X.

##### MANAGING PARTNER

1. The Partners may designate one of the Partners to act for the Partnership and be designated as the Managing Partner. The Managing Partner shall be responsible for the