

7. BANKING. A bank account shall be established in the name of Verdi Enterprises, Inc., in which all Partnership receipts shall be deposited and from which all Partnership obligations shall be paid. All checks issued on the account shall be signed by either the Husband or Wife.

8. BOOKS AND RECORDS. The Partnership books and records shall be maintained by Wife at the principal place of partnership business. The Partnership fiscal year shall be from January 1 through December 31.

9. WITHDRAWAL OR DEATH OF PARTNER. Upon the withdrawal or death of either partner, the remaining partner shall have the option to either purchase the withdrawing or decedent partner's interest at a value to be determined by independent appraisal, or to dissolve the business, liquidating the Partnership assets and distributing the proceeds proportionately to the remaining partner and the withdrawing partner or the deceased partner's estate.

10. DISSOLUTION. The Partnership may be dissolved at any time as provided in Paragraph 9 or by mutual consent of the partners. When a decision is made to dissolve the Partnership for any reason, Partnership business shall be continued for a period of thirty (30) days to wind up all outstanding business.

IN WITNESS WHEREOF, we have executed this Agreement and set out hands and seals thereto the day and year first above written.

William D. McInerney  
Witness

E. Lonzo Greene Sr. (SEAL)  
E. Lonzo Greene Sr.

Calvin G. Plowden  
Witness

William D. McInerney  
Witness

Laura B. Greene (SEAL)  
Laura B. Greene

Calvin G. Plowden  
Witness