

shall accept, without the consent of the other partners assign, mortgage, grant a security interest in or sell his share of the partnership or in its capital assets or property or enter into any agreement as a result of which any person shall become interested with him in the partnership or do any act detrimental to the best interest of the partnership or which would make it impossible to carry on the ordinary business of the partnership. It is agreed among the partners that James H. Austin, Jr. will manage the partnership property and provide renovation and repair services to be billed to the partnership at a reasonable rate. The manager may delegate, with the agreement of the partners, the management of the partnership business to another partner for specific limited periods of time.

8. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by any partner.

9. Books. The partnership books shall be maintained at the principal office of the partnership located at 106 Claxton Drive, Kernersville, North Carolina. And each partner shall, at all times, have access thereto. The books shall be kept on a fiscal year basis commencing July 1st and ending June 30th and shall be closed and balanced at the end of each fiscal year. An annual review of the books and records of the partnership shall be made at the end of each fiscal year by all partners.

10. Voluntary Termination. The partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the assets of the partnership. Net profits of the partnership from the previous fiscal year end to the date of liquidation shall be divided as described in Section 4.

The assets of the partnership business shall be used and distributed in the following order: (a) To pay or provide for the payment of all partnership liabilities and liquidating expenses and obligations; (b) To discharge the balances in the income