

shall, together with all letters, papers, or documents concerning or belonging to the partnership (except as maybe properly kept elsewhere for safekeeping) shall be kept at the place of business of the partnership, and each partner shall have free access to and the right to inspect and copy the same. A semi-annual accounting in writing shall be made to the partners every six months

12. A sum not less than 10% of the net profits shall be carried into a reserve fund and invested as the partners shall determine as a fund for exceptional situations and expansion of the business; provided, however that in the event the amount exceeds a reasonable amount, the excess thereof may be distributed as profits.

13. That the business shall not dissolve upon the death of any partner. That in the event of death of a partner, the next of kin of the deceased partner may enter in the business in the place of the deceased. If said next of kin does not desire to enter into the partnership business, then the surviving partners shall have a right to buy equally the interest of the deceased partner, and if one surviving partners does not wish to purchase his full share, the remaining partner shall have the right to purchase this interest before any other party. The privileges to enter, and, or purchase as heretofore set out must be exercised within one year from the date of demise.

In the event of the purchase of such shares by the surviving partners, no value shall be placed on the good will of the business as a partnership asset.

14. In the event that any partner wishes to retire, withdraw, or sell his interest, he must first give notice of this intention for not less than 30 days, in writing to each of the other partners. Further, in such an event, the remaining partners shall have an equal opportunity to buy his share in equal amounts, then, if one does not desires to purchase his full share, the remaining partner shall have this right before any other person. That if an intention to retire, withdraw, or sell, is given, the remaining partners or partner shall have and is hereby given an option for thirty (30) days from the date of his intention to purchase to complete his financial arrangements unless waived by him.

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