

1133 Page 189

(b) Assign, transfer, pledge, compromise, or release any of the claims of or debts due the partnership, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership.

(c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession of judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract for the sale of all or substantially all of the property of the partnership.

(d) Lease or mortgage any partnership real estate or any interest therein or enter into any contract for such purpose.

14. The partnership shall maintain adequate accounting records.

All books, records and accounts of the partnership shall be open at all times to inspection by all partners.

15. The books of account shall be kept on a cash basis.

16. The books of account shall be kept on a calendar year basis.

17. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. Checks shall be drawn on the partnership bank account for partnership purposes only and shall be signed by such persons as are authorized to do so by a majority of the partners.

18. Any partner may retire from the partnership upon thirty (30) days' prior notice to the other partners.

19. In the event of the retirement, death, bankruptcy, or insanity of a partner, the remaining partners shall have the right to continue the business of the partnership under its present name, either by themselves or in conjunction with any other person or persons they may select, but they shall pay to the retiring partner, or to the legal representatives of the

4328 RV-2