

16.) The books of accounts 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 W. Brent Lovern, David D. Douglas, or Douglas M. Wilson.

18.) Any partner may retire from the partnership upon 120 days' prior written notice to the other partners.

19.) The death or insanity of a partner shall work an immediate dissolution of the partnership.

20.) In the event of the retirement, death 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 deceased or insane partner, as the case may be, the value of his interest in the partnership, as provided in the following paragraph.

21.) The value of the interest of a retiring, deceased or insane partner shall be the sum of (a.) his capital account, (b.) any unpaid loan due him, (c.) his proportionate share of accrued net profits remaining undistributed in his drawing account, and (d.) his interest in any prior agreed appreciation in the value of the partnership property over its book value. No value for good will shall be included in determining the value of the partner's interest. The appreciation in the value of the partnership property over its book value will be determined as follows: