

7. 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 on checks signed by any two (2) of the Partners.

8. BOOKS: The Partnership shall maintain full and accurate books in its principal office or such office as shall be designated for such purpose by the Partners, and all Partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calendar year. Annual statements showing the Partnership profits and losses of each Partner for income tax purposes shall be prepared by the accountants for the Partnership and distributed to all the Partners within a reasonable time after the close of each fiscal year.

9. 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 business of the Partnership and distribute its assets. The Partnership shall be dissolved also by the sale of all of the property owned by the Partnership.

10. ASSIGNMENT OF INTERESTS IN PARTNERSHIP: In the event any of the Partners desire to sell or otherwise dispose of his interest in said Partnership, the party desiring to sell or otherwise dispose of said interest shall first offer his interest to the remaining Partners according to their proportionate interests.

Should there be any disagreement between the selling party and the remaining Partners as to the value of the interest being sold, then the selling party shall appoint a representative, the remaining Partners shall appoint a representative, and these two (2) representatives shall appoint a third representative. These three (3) persons shall act as an appraisal committee and they shall then determine the fair market value of the interest of the selling party and the parties shall be bound by the value in the event the option is exercised by the remaining Partners. Any costs of such appraisal shall be paid by the selling party.

After receipt of written notice of intention to sell or dispose of the interest from the selling party and after the appraisal, the remaining Partners shall have a thirty (30) day option to elect to purchase said interest and said remaining Partners shall have ninety (90) days from the date they notify the selling party of their intention to exercise the option to pay