partnership except checks drawn on the partnership account which shall be signed by Harriette B. Dunn. In addition, no partner other than Thomas F. Bryan shall conduct any business in the partnership name without the prior written approval of Harriette B. Dunn.

- 11. BOOKS OF ACCOUNT: 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.
- 12. ACCOUNTING BASIS: The books of account shall be kept on a calendar year commencing January 1st and ending December 31st, and shall be closed and balanced at the end of each calendar year.
- 13. ANNUAL AUDIT: Should any partner so request, the books of account shall be audited as of the close of each fiscal year by a certified public accountant chosen by the majority of the partners.
- 14. BANKING: All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the majority of the partners. Checks shall be drawn on the partnership bank account for partnership purposes only and must be signed by Harriette B. Dunn.

15. TERMINATION:

- (a) In the event of death of a partner, the partnership shall not be terminated, but the same shall continue to the end of the calendar year in which said death occurs; and the personal representative or legatee of the deceased partner shall be entitled to share in the net profits of the partnership for the balance of the calendar year in the same way the deceased partner would have shared if he had survived to the end of the calendar year.
- (b) Upon death of any partner, the personal representative or legatee may elect to continue in the partnership upon giving notice within 60 days of the death of said partner and if he does, he shall succeed (COMMINUED ON NEXT PAGE)