

13. The books of account shall be kept on a cash basis, with the fiscal year ending on the 31st day of December of each year.

14. 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 any two of the Partners.

15. In any instance where a Partner, or his beneficiary or estate, intends to dispose of the Partner's interest in the partnership, the remaining Partners shall have an option for a period of at least sixty (60) days after written notice is given to them in which to purchase such partnership interest. Such option shall run initially in favor of the remaining Partners jointly, but if one of the remaining Partners should choose not to execute the option, then the other remaining Partner or Partners shall have the option to purchase the entire interest. The price to be paid shall be the fair market value of the partnership interest. If the parties are unable to agree on the fair market value, then the selling Partner (or his beneficiary or estate) and the purchasing Partner (or Partners) shall each appoint one appraiser, those two appraisers shall select a third appraiser, and the three appraisers shall determine the fair market value of the selling Partner's interest, which shall be binding upon all the Partners for purposes of this sale. No sale may be made to any other party until the terms of this paragraph have been complied with. If the remaining Partners fail to exercise their option, then the selling Partner shall be free to dispose of his interest to such purchaser as he may elect; provided, however, that such purchaser shall not, unless approved as a Partner by the remaining Partners, be entitled to interfere in the management or administration of the partnership transactions, or to inspect the partnership books, and shall only be entitled to receive the profits to which the selling Partner would otherwise be entitled.

16. In the event of the death of a Partner, his estate or beneficiary may continue to receive his profits as though the estate or beneficiary were a non-partner purchaser pursuant to Paragraph 15 above. The estate or beneficiary may not dispose of that interest without affording to the surviving Partners the option set forth in Paragraph 15. Alternatively, the estate of beneficiary may offer the surviving Partners the option set

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