

and each Partner shall have at all time full access thereto. The books of the Partnership shall be kept on a calendar year basis, which shall be the fiscal year of the Partnership and shall be closed and balanced at the end of each fiscal year.

10. Depreciation:

Depreciation on all Partnership assets shall be computed in accordance with accepted accounting practices. If the Depreciation of any assets of the Partnership shall exceed profits for any fiscal year, such difference shall be charged equally against the capital accounts of the Partners.

11 Voluntary Termination:

The Partnership may be dissolved at any time by managing partner, in which event the Partners shall proceed with reasonable promptness to liquidate the business of the Partnership. Any Partner may withdraw from the Partnership by giving ninety (90) days advance notice to the other Partners. The retirement of any Partner shall have no effect upon the continuance of the Partnership business. The remaining Partners shall have the right to either purchase the retiring Partner's interest in the Partnership or to terminate and liquidate the Partnership business. If the remaining Partners elect to purchase the interest of the retiring Partner, they shall serve notice in writing of such election upon the retiring Partner within two (2) months after receipt of his notice of intention to withdraw. If the remaining Partners elect to purchase the interest of the retiring Partner in the Partnership, the purchase price shall be established based upon the original purchase price of the capital assets held by the Partnership at the time of the election or such lesser amount as may be determined by appraisal under procedures set forth hereinafter for valuation of a deceased partner's interest, and payment of the said purchase price shall be made to the retiring Partner within ninety (90) days of receipt of written notice of the withdrawal of the retiring Partner.

12 Disability of a Partner:

In the event that any Partner shall become disabled to the extent that he is not able to conduct and manage his own affairs through mental or physical disability, then the disabled Partner, at the option of the remaining Partners shall be treated as having voluntarily withdrawn from the Partnership as aforesaid and shall be accordingly treated as hereinabove provided in Paragraph No. 11. Thereupon, said disabled Partner shall automatically cease to be a Partner in the Partnership.

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