

tenure in office.

3. Calling and scheduling such meetings as may be necessary or advisable.

FOUR: USE OF THE PROPERTY

The use of the property shall be restricted to the parties hereto or their immediate families and guests specifically accompanied by one of the parties except by agreement of all the parties hereto. In the event the parties hereto consent to let others use the property, such others shall be charged a fee sufficient to cover the costs of their use of electric ty and any other expense they may cause.

FIVE: ALIENATION OF INTERESTS

Any partner desiring to sell his or its interst in the partnership shall first be obliged to offer such interest to the other partner on the same terms and conditions that such interest would be offered to any other prospective purchaser. Such offer must be by written notice to the other partner. The oferee shall then have thirty (30) days to consider such offer during which time he must accept the offer or it shall be deemed to have been rejected if not accepted within the thirty (30) days. If the offer is accepted within the thirty day period, then the party so accepting the offer shall have an additional ninety (90) days to close such a sale.

If the party to whom the other share is offered rejects such offer, either directly or by expiration of the time period described above, then the offering party shall be free to sell his interest in the property to any other bona fide purchaser, provided only that such sale must be on such terms and conditions as have been offered to the other partner.

SIX: BUY-SELL AGREEMENT

The parties mutually agree that should either Martomac or James B. Letton desire to terminate this partnership, they may do so by the following means:

*Handwritten initials and signature*

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