

money, goods, effects, debts, sales, purchases, receipts, payments, and all other transactions of the Partnership. Said books of account shall be kept at the place of business of Max D. Thompson, and shall be, at all reasonable times, open to the inspection of any and all Partners. Said Max D. Thompson also agrees to be charged with the maintenance, rental and collection of rents from any and all trailer parks this Partnership may own.

4. Partnership properties, whether real or personal property, shall not be sold, mortgaged, or transferred except by unanimous agreement of the Partners.

5. A Partner desiring to sell his Partnership interest shall first give to any other Partner or Partners thirty (30) days notice of his intention to do so, and the remaining Partner or Partners shall have the right to purchase such Partnership interest on such terms and conditions with respect to payment as shall be mutually agreed upon. The value given for such Partnership interest shall be determined as follows: Three (3) qualified and experienced appraisers shall be appointed; said appraisers shall each determine the net worth of the Partnership business and property and a mathematical average of these three (3) appraisals shall be the proper price to be paid to the withdrawing Partner.

6. Upon the death of any Partner during the existence of the Partnership, the surviving Partner or Partners shall purchase all the right, share and interest of the Partner or Partners so dying in the Partnership business and property, and shall assume all the then existing liabilities of the Partnership. The price to be paid shall be determined by the same method employed in Paragraph 5. The repurchase of the deceased Partner's interest in the Partnership business and property shall be concluded within one (1) calendar year from the date of death of the deceased Partner.

7. The Partners hereto hereby agree to accept Harry Lerner and/or Hillandale Realty Company as an equal Partner at such time as it shall become practical or necessary for said Harry Lerner and/or Hillandale Realty Company to enter the Partnership business.

8. This Partnership shall continue until dissolved by mutual agreement of the parties hereto, or by such other mode or methods as

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