

However, as between and among the Partners, such authorization and designation of a Partner or Partners to so withdraw funds is solely for the convenience of the Partnership and does not authorize the Partner or Partners to so withdraw or dispose of said funds in a manner otherwise than as determined by a majority vote of all of the Partners.

10. Books. The Partnership shall maintain proper accounting books, records, and accounts, which shall be maintained at the principal office of the Partnership or at such other place as determined by the Partners. Such books, records, and accounts shall be available at all times during normal business hours for inspection by any of the Partners. The books shall be kept on a calendar year basis and shall be closed and balanced at the end of each calendar year.

11. Transfer of Partner's Interest in Partnership.

(a) First Refusal. A Partner who wishes to dispose of the Partner's interest in the Partnership must give the continuing Partners first refusal of any bona fide offer to purchase all of such Partner's interest, subject to the following conditions:

(1) Each continuing Partner shall have the right to purchase up to that proportion of the selling Partner's interest which each continuing Partner's percentage of Partnership interest bears to the total percentage of Partnership interests of all continuing Partners. If any continuing Partner does not desire to purchase his or its proportion (the Partner must purchase all or none of his or its proportion) of the selling Partner's interest, the other continuing Partners may purchase additional proportions pro rata. However, should any Partner elect to purchase any part of the selling Partner's interest, then one or more of the continuing Partners must purchase all of the selling Partner's interest.

(2) The selling Partner must serve written notice of his intention to sell and written proof of the bona