

within a reasonable time after the expiration of each fiscal year of the partnership, together with a statement showing the profit or losses of the partnership for Federal income tax purposes and the distribution thereof to each partner.

13. Bank Accounts. All funds of the partnership are to be deposited in such bank account or accounts as shall be designated by the managing agent. Withdrawals therefrom may be made by such officers of the managing agent as shall be designated by the managing agent from time to time to execute checks on behalf of the partnership.

14. Termination of Partnership. In addition to the termination of the partnership due to any provision of any applicable law, the partnership shall terminate and be dissolved upon any one of the following events:

- a. The sale of all of the assets of the partnership.
- b. The dissolution, bankruptcy, or insolvency or assignment for the benefit of creditors of the managing agent.
- c. Whenever partners owning a seventy-five per cent (75%) of the interest in the partnership shall contemporaneously determine in writing that such partnership shall be dissolved.
- d. The sale or condemnation of all or substantially all of the property of the partnership.

15. Indemnification of Managing Agent. The partners agree to indemnify and hold Caine Company harmless from any and all claims or causes of action, including attorneys' fees incurred in connection therewith, arising out of the business of this partnership, except for willful misconduct or acts taken in bad faith.

16. Distribution on Dissolution. Upon the dissolution or termination of the partnership, the managing agent shall proceed with the sale and liquidation of the partnership assets on such terms as it may approve, and the proceeds of such liquidation shall be applied and distributed as follows: