

this agreement in and to such independent venture or the income of profits derived therefrom. The fact that a partner, or a member of his family is employed by, or directly or indirectly interested in or connected with, any person, firm or corporation employed by the Partnership to render or perform a service, or from which the Partnership may purchase any property, shall not prohibit the Partnership from employing such person, firm, corporation or from otherwise dealing with him or it, and neither the Partnership nor any of the Partners herein shall have any rights in or to any income or profits derived therefrom as a consequence of the Partnership relationship herein created.

(7) BANKING: All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the Partners. All withdrawals therefrom are to be made on checks signed by any two of the Partners.

(8) BOOKS: The Partnership shall maintain full and accurate books in its principal office or such office as shall be designated for such purpose by the Partners, and all Partners shall have the right to inspect and examine such books at reasonable times. The books shall be closed and balanced at the end of each calender year. Annual statements showing the Partnership profits and losses of each Partner for income tax purposes shall be prepared by the accountants for the Partnership and distributed to all the Partners within a reasonable time after the close of each fiscal year.

(9) VOLUNTARY TERMINATION: The Partnership may be dissolved at any time by agreement of the partners, in which event the partners shall proceed with reasonable promptness to liquidate the business of the Partnership and distribute its assets. The Partnership shall be dissolved also by the sale of all of the property owned by the Partnership.

(10) ASSIGNMENT OF INTERESTS IN PARTNERSHIP: In the event any of the Partners desire to sell or otherwise dispose of his interest in said Partnership, the party desiring to sell or otherwise dispose of said interest shall first offer his interest to the remaining Partners according to their proportionate interests.

Should there be any disagreement between the selling party and the remaining Partners as to the value of the interest being sold, then the selling party shall appoint a representative, the remaining Partners