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OF THE PARTNERSHIP OTHER THAN BY REASON OF HIS CAPITAL CONTRIBUTION ABOVE SPECIFIED TOGETHER WITH HIS SHARE OF UNDIVIDED PROFITS.

XII

AT THE END OF SUCH TERM AS HEREINBEFORE SET OUT IF THE OPTIONS PROVIDED FOR IN PARAGRAPH VII ABOVE ARE NOT EXERCISED WITHIN 30 DAYS IT IS UNDERSTOOD AND AGREED THAT NOTHING HEREIN SHALL ENCUMBER THE TITLE OF RECORD OWNER LEE D. TOWERY.

XIII

THE RIGHT IS HEREBY GIVEN TO THE REMAINING PARTNERS TO CONTINUE THE BUSINESS ON THE DEATH OF A PARTNER AND HIS HEIRS, EXECUTORS, AND ADMINISTRATORS ARE BOUND BY THE TERMS OF THIS AGREEMENT.

XIV

THE REAL PROPERTY OWNED BY PARTNERSHIP IS DESCRIBED AS FOLLOWS:

$W\frac{1}{2}SE\frac{1}{4}SE\frac{1}{4}$, $E\frac{1}{2}SW\frac{1}{4}SE\frac{1}{4}$, $SE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$, AND $S\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}NW\frac{1}{4}SE\frac{1}{4}$, OF SECTION 23 NE $\frac{1}{4}$ NE $\frac{1}{4}$ SECTION 26, TOWNSHIP 33 NORTH, RANGE 107 WEST OF THE 6TH PRINCIPAL MERIDIAN, WYOMING

TITLE TO THE ABOVE DESCRIBED PROPERTY SHALL BE IN THE NAME OF LEE D. TOWERY

XV

IT IS UNDERSTOOD AND AGREED THAT THERE SHALL BE KEPT AT ALL TIMES A COMPLETE SET OF BOOKS OF ACCOUNT WHEREIN THERE SHALL BE ENTERED ANY AND ALL RECORDS AND TRANSACTIONS OF SAID BUSINESS AND THAT THE GENERAL MANAGER SHALL HAVE CHARGE THEREOF AND THAT SAID BOOKS SHALL BE UNDER HIS IMMEDIATE SUPERVISION.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE GENERAL MANAGER WILL RENDER ON REQUEST A TRUE AND FULL STATEMENT AND ACCOUNT OF THE PROFITS OR LOSSES OF SAID BUSINESS AND ALL OTHER MATTERS AND TRANSACTIONS DONE AND PERFORMED IN CONNECTION WITH SAID BUSINESS. ALL PARTNERS MAY EXAMINE THE BOOKS AT ANY TIME.

IN WITNESS WHEREOF THE PARTNERS HAVE HEREUNTO SET THEIR HANDS THIS 1ST DAY OF JUNE, 1963.

Lee D. Towery
GENERAL PARTNER

Lee D. Towery
SPECIAL PARTNER

Kenneth D. Towery
SPECIAL PARTNER