

8. CAPITAL ACCOUNTS: An individual capital account shall be maintained for each partner. The capital of each partner shall consist of his original contribution of capital, increased by (a) additional capital contributions and (b) any credit balances transferred from his drawing account to his capital account, and decreased by (a) distributions in reduction of partnership capital and (b) his share of partnership losses, if charged to the capital accounts of the partners.

9. DRAWING ACCOUNTS: An individual drawing account shall be maintained for each partner. All withdrawals by a partner shall be charged to his drawing account. Withdrawals during the year shall be limited to such amounts as the partners, by a unanimous vote, shall determine from time to time. Each partner's share of any partnership net loss shall be charged to his drawing account, unless the partners, by a majority vote, agree to charge such a loss to the capital accounts of the partners. Each partner's share of partnership profits shall be credited to his drawing account. The partners may determine by a majority vote to transfer to partnership capital all or any portion of the balances in the respective drawing account of the partners, provided that the amounts thus transferred shall be in the proportions of the partner's interests in profits or losses of the partnership.

10. MANAGEMENT: The partners shall have equal rights in the management of the partnership business, although it is understood that Thomas F. Bryan, because of his familiarity with the real estate business, will perform most of the managerial tasks of the partnership. It is expressly understood, however, the managerial rights of Thomas F. Bryan shall not in any way be construed as to make this agreement an agreement of limited partnership, but each partner shall be a general partner. Two partners must execute deeds of conveyance, notes, mortgages, contracts of sale or lease, leases, management contracts, or any other instruments in the

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