

12. Neither partner shall, without the written consent of the other, make, execute, deliver, endorse or guarantee any note, mortgage or commercial paper which obligates the partnership.

13. At the end of each calendar year, a full and accurate inventory shall be prepared, and the assets, liabilities and income, both gross and net, shall be ascertained and the net profits or net loss of the partnership shall be fixed and determined. Any profits or losses shall be distributed equally at that time.

14. If either partner elects to withdraw from this partnership, he shall be entitled to his interest in the partnership property, and to the return of the additional capital he contributed to the partnership, reduced by his share, if any, of the losses sustained up to the date his withdrawal becomes effective, and increased by his share of any profits not previously withdrawn which have been earned by the partnership up to the date his withdrawal becomes effective. The withdrawing partner shall not be entitled to any payment for the goodwill of the partnership, but he will be obligated to pay his share of the partnership's debts.

15. In the event this partnership is terminated by whatever cause, the partners agree that they will make a true, just and final account of all things relating to said business, and in all things duly adjust the same, and after all of the affairs of the partnership are adjusted and its debts paid off and discharged, then all of the assets which shall appear to be remaining either in monies, goods, fixtures, debts or otherwise, shall be divided equally between the parties hereto.

16. In the event of the death of any partner, the business shall be continued to the end of the fiscal year in which such death occurs. The estate of a deceased partner shall share in the net profits or losses of the partnership