

portion, unless the losses are occasioned by the willful neglect or default, and not mere mistake or error, of any of the partners, in which case the loss so incurred shall be made good by the partner through whose neglect or default the losses shall arise. Distribution of the profits shall be made as is mutually agreed between the partners to this agreement. In the event the partnership is terminated for any reason or the property, the primary purpose of the forming of this partnership, is sold or otherwise transferred before the partnership would otherwise terminate, then in that event, the net profits or losses from the transfer or sale of any and all personalty and/or real estate shall be divided according to this same paragraph; namely, fifty (50%) per cent for each partner.

ARTICLE ELEVEN

ADVANCE DRAWS

Each partner shall be at liberty to draw out of the business in anticipation of the expected profits any sums that may be mutually agreed on, and the sums are to be drawn only after there has been entered in the books of the partnership the terms of agreement, giving the date, the amount to be drawn by the respective partners, the time at which the sums shall be drawn, and any other conditions or matters mutually agreed on. The signature of each partner shall be affixed thereon. The total sum of the advanced draw for each partner shall be deducted from the sum the partner is entitled to under the distribution of profits as provided for in Article Ten of this agreement.

ARTICLE TWELVE

SALARY

No partner shall receive any salary from the partnership, and the only compensation to be paid shall be as provided in Articles Ten and Eleven herein.

ARTICLE THIRTEEN

RETIREMENT

In the event either partner should desire to retire from