

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 credit balances in the respective drawing accounts of the Partners, provided that the amounts thus transferred shall be in the proportions of the partners' interests in profits or losses of the partnership.

7. No Partner shall receive any salary for services rendered to the partnership.

8. If any partner shall, with the written consent of the other Partners, advance any moneys to the partnership in excess of the capital contributed as set forth above, the amount of the moneys so advanced shall be considered as a loan to the partnership and shall bear interest at a rate specified and agreed to in writing by all the partners until repaid.

9. The net profits of the partnership shall be divided equally among the Partners and the net losses shall be borne equally by them.

10. The Partners shall have equal rights in the management of the partnership business.

11. No Partner shall, without the consent of the other Partners:

- (a) Borrow money in the partnership name for partnership purposes or utilize collateral owned by the partnership as security for such loans;
- (b) Assign, transfer, pledge, compromise or release any of the claims of or debts due the partnership except upon payment in full, or arbitrate or consent to the arbitration of any of the disputes or controversies of the partnership;
- (c) Make, execute or deliver any assignment for the benefit of creditors or any bond, confession or judgment, chattel mortgage, deed, guarantee, indemnity bond, surety bond, or contract to sell or contract of sale of all or substantially all the property of the partnership;
- (d) Lease or mortgage any partnership real estate or any interest therein or enter into any contract for any such purpose;
- (e) Pledge or hypothecate or in any manner transfer his interest in the partnership, except as specifically provided in this Agreement;
- (f) Become a surety, guarantor, or accommodation party to any obligation.

12. The partnership shall maintain adequate accounting records.

All books, records and accounts of the partnership shall be open at all times to inspection by all Partners.