

-2-

4. There shall be kept at all times during the continuance of their partnership full and correct books of account, wherein the partners shall enter, as well all money by them or either of them received, paid, laid out, and expended in and about the said business, as also all goods, wares, commodities, and merchandise by them or either of them bought or sold by reason or on account of the said business, and all other matters and things whatsoever to the said business and the management thereof in any wise belonging, which said books shall be used in common between the said partners, so that either of them may have access thereto without any interruption or hindrance of the other. It is further agreed that the said partners once in each year, to wit, on the First day of January, shall make a full and correct inventory and account of all profits and increases by them made and of all losses by them sustained, and also all payments, receipts, disbursements and all other things by them made, received, disbursed, acted, done or suffered in their said business, and, the same account so made, will clear, adjust, pay, and deliver, each to the other at the time, their just share of the profits and pay and bear their just share of the expenses and losses so made as aforesaid.

5. It is agreed and understood that none of the partners shall endorse any note or otherwise become surety for any person or persons whomsoever without the consent of the other partners.

6. At the end or sooner determination of the partnership the partners, each to the other, shall make a true, just, and final account of all things relating to their said business, and in all things adjust the same; and all stock, as well as the gains and increase thereof, which shall appear to be remaining, either in money, goods, wares, fixtures, debts, or otherwise, shall be divided between them equally.