

IV

NET INCOME AND LOSS. The net income earned and the net loss incurred by the partnership shall from time to time be allocated to each partner in proportion to his respective proportionate interest. Partners shall contribute to the capital of the partnership in cash and property in the amounts set opposite their names shown in "Exhibit B" and attached hereto and made a part hereof.

V

SALARIES, DRAWINGS, AND INTEREST ON CAPITAL CONTRIBUTIONS.

None of the partners shall receive any salary or drawings for services rendered on behalf of the partnership in their capacity as partners, nor shall any partner receive any interest on his contribution to the capital of the partnership.

VI

DISTRIBUTION OF PARTNERSHIP FUNDS. If a majority in interest of the partners from time to time determine that it is the best interest of the partnership to retain any portion of the funds of the partnership, then said determination shall be conclusive with respect to all partners. All other partnership funds shall be distributed to the partners in proportion to their respective percentage interest set out in "Exhibit B". Such distribution shall be made annually or at any more frequent intervals, but not more often than monthly.

VII

MANAGEMENT OF THE PARTNERSHIP. Each partner shall have a voice in the management of the partnership business. All decisions of the partnership shall be made by a vote of the partners who have a majority interest in the profits and losses of the partnership. Any deed, promissory note, mortgage, bill of sale, lease, contract of sale or other commitment purporting to convey or encumber the interest of the partnership in all

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