

ARTICLE IV.
RECORDS AND ACCOUNTS

1. The Partnership shall keep its accounting records and shall report its income for income tax purposes on the cash basis method of accounting. The accounting for the Partnership purposes shall be in accordance with generally accepted accounting principles, with the Partnership's fiscal year ending each December 31.

2. At the end of each fiscal year of the Partnership, an accurate accounting shall be made in writing of all of the assets and liabilities of the Partnership, the books of the Partnership shall be properly balanced, and the capital account of each Partner shall be adjusted as of such date. A financial statement, including a balance sheet and profit and loss statement, as of the close of such fiscal year, shall be prepared at the expense of the Partnership, and a copy of such statement shall be furnished to each Partner within 75 days after the end of such fiscal year.

3. Each Partner shall have the right to inspect the books and accounts of the Partnership upon the following conditions:

- (a) Such inspection shall occur during regular business hours.
- (b) Such inspection must be in person or by an attorney, accountant or other representative duly authorized in writing to make such inspection.

ARTICLE V.
CAPITAL CONTRIBUTIONS

The initial capital contributions by the Partners shall consist of the transfer by the four Partners to the Partnership of a cash contribution, the amount of which is set forth on the attached Schedule B, a copy of which is attached hereto and incorporated herein by reference. Upon completion of the aforesaid cash contribution, no Partner shall thereafter be required to pay additional capital into the Partnership, but additional capital contributions may be made to the Partnership by mutual consent between the Partnership and the Partners from time to time. No interest shall be paid to any Partner for his original capital contribution to the Partnership. No Partner shall have the right to withdraw capital contributed to the Partnership without the written consent of all the other Partners.

ARTICLE VI.
CAPITAL ACCOUNTS, DRAWING ACCOUNTS AND WITHDRAWALS

1. An individual capital account shall be maintained for each Partner. The capital account shall consist of his original capital contribution: (a) increased by his share of Partnership profits transferred to capital; and (b) decreased by his share of Partnership losses if charged to capital accounts of the Partners.