

Article 7. Death of a Partner. The death of any one or more of the partners of this Limited Partnership shall not dissolve this partnership, but the same shall be continued after such time, the personal representative of the deceased partner having the right to become a partner of the partnership, if otherwise authorized by law to do so, and shall have and enjoy the same rights and privileges and be subject to the same burdens and liabilities as the deceased partner.

Article 8. Profits and Losses. Profits and losses of the Partnership shall be determined by the Partnership's Certified Public Accountants in accordance with generally accepted accounting principles. Annual depreciation shall be taken into account in a manner acceptable for Federal income taxes. For purposes of the Internal Revenue Code of 1954, or the corresponding provisions of any future Federal Internal Revenue law, or any similar tax laws of any state or jurisdiction, the determination of each Partner's distributive share of all Partnership items of income, gain, deduction, loss, credit or allowance for any period or year shall be made in accordance with and in proportion to such Partner's interest in profits and losses as set forth hereinbelow:

GENERAL PARTNER:

PERCENTAGE

Thomas B. Huguenin 25%

LIMITED PARTNERS:

Robert S. Small, Jr. 25%
Hugh Z. Graham, Jr. 25%
Walter S. Griffin 25%

That anything to the contrary notwithstanding, the Limited Partnership shall pay the sum of Twenty Thousand (\$20,000.00) Dollars (which shall be in addition to the allocation of profits