

MELVIN R. LAUNIUS has made no capital contribution.

5.3 CAPITAL AND PROFIT AND LOSS AND CASH FLOW INTEREST OF PARTNERS. The interest of each partner in the capital, profits and losses, and cash flow of the Limited Partnership will be as follows:

KENNETH W. REESE	40%	General Partner
KENNETH L. NUTT	40%	General Partner
CHARLES E. UPCHURCH	15%	Limited Partner
MELVIN R. LAUNIUS	5%	Limited Partner

ARTICLE VI

STATUS OF LIMITED PARTNERS

6.1 LIABILITY. A Limited Partner shall not be bound by, or be personally liable for, the expenses, liabilities or obligations of the Partnership, except to the extent of his capital contribution.

6.2 BUSINESS OF THE PARTNERSHIP. A Limited Partner shall take no part in the conduct or control of the business of the Partnership and shall have no right or authority to act for or bind the Partnership in any manner whatsoever.

6.3 STATUS OF PARTNERSHIP INTEREST. The Partnership interest owned by a Limited Partner shall be fully paid and non-assessable. No Limited Partner shall have the right to withdraw or reduce his contributions to the capital of the Partnership except as a result of the dissolution of the Partnership, or as otherwise provided by and in accordance with the law. No Limited Partner shall have priority over any other Limited Partner, either as to the return of contributions or as to profits, losses or distributions.

ARTICLE VII

TRANSFER OF LIMITED PARTNERSHIP INTEREST

7.1 SALE OF PARTNERSHIP INTEREST. Each of the Limited Partners agree that except as set forth in this paragraph he will not sell, transfer, assign, pledge, encumber, mortgage or otherwise hypothecate the whole or any part of an interest in the Limited Partnership without first complying with the provisions of this paragraph.

(a) LIFETIME TRANSFERS. In the event that any Limited Partner shall desire to sell and shall have received a bonafide written offer for the whole or any part of his interest in the Limited Partnership, which offer is acceptable to such party and which includes a provision requiring that full payment be made for the interest to be purchased within a period of 90 days, or less, from the date of the offer, such Partner may sell the whole or any part of such interest, as the case may be, only after such Partner has communicated said offer, by registered mail, to the other Partners, who shall then have the right, for a period of 60 days after receipt of notice to buy, upon the same terms as those contained in the offer, the interest of the selling Partner. If the offer is not accepted by the Partners to whom offered within 60 days, the selling Partner shall thereafter be free to sell in accordance with the terms of the offer communicated to the other Partners. If more than one Partner desires to purchase the interest of a selling Partner, those acquiring Partners shall be entitled to