

(4) Profit and Loss. The net profits of the partnership shall be divided among the partners and the net losses shall be borne by them on the following basis:

Threatt Enterprises, Inc.	60%
Caine Company	30%
Diversified Investments of S. C., Inc.	10%

A separate income account shall be maintained for each partner. The partnership profits and losses shall be charged or credited to the separate income account of each partner in the proportion as set forth above. If a partner has no credit balance in his income account, losses shall be charged to his capital account.

(4) Article (7)(a) is amended so that after amendment it will read as follows:

(7) Management, Duties and Restrictions.

(a) The decisions of Threatt Enterprises, Inc., (hereinafter sometimes called the managing partner) shall be controlling with respect to the management, conduct, and operation of the partnership business in all respects and in all matters, including, but not limited to, full power to sell and convey the property or any parts thereof on such terms as it may determine, to lease the property or any parts thereof on such terms and for such periods as it may determine, to mortgage the property whether such mortgage be a first or second mortgage lien, to make any agreements modifying any such lease or mortgage, and to borrow or lend money on behalf of the partnership. In the event Threatt Enterprises, Inc. shall be incapable of acting, then the consent of a majority of all the partnership shall be controlling with respect to the management, conduct, and operation of the partnership business. In the event the managing partner shall become incapable of acting due to retirement or otherwise, the majority of the remaining partners shall appoint from among their number a new managing partner or partners. The management, operation, and development of the business affairs of the partnership shall be at the risk of the partnership and not at the risk of the Managing Partner, except to the extent of the Managing Partner's interest in the Partnership. The remaining Partners shall hold and save the Managing Partner free and

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