

account shall be maintained for each Partner. Partnership profits and losses shall be charged or credited to the separate income account of each Partner. If a Partner has no credit balance in his income account, losses shall be charged to his capital account.

6. Salaries and Drawings:

Neither Partner shall receive any salary or other services rendered to the Partnership. The Partners may, from time to time, upon mutual agreement withdraw any credit balance from time to time standing in the name of their respective income accounts, but no additional share of profits shall inure to either Partner by reason of his capital or income account being in excess of the capital or income account of the other. No interest shall be paid on the initial contributions to the capital of the Partnership or on any subsequent contributions of capital assets.

7. Partnership Management:

(G. Vinson Atkison shall control the management of the Partnership business.) No other Partner shall, without the consent of G. Vinson Atkison endorse any note, act as an accomodation party, assign, pledge or any way dispose of his capital interest in the Partnership or in any way conduct the business and affairs of the Partnership in such manner as to subject the other Partners or the Partnership to liability. Without the consent of G. Vinson Atkison no Partner shall on behalf of the Partnership borrow or lend money or make, deliver or accept any commercial paper or execute any note, mortgage, security instrument, bond or lease or purchase or sell, contract to sell, convey or otherwise dispose of any of the capital assets of the Partnership. G. Vinson Atkison shall have exclusive right and power to make all decisions concerning sale or other disposition of Partnership assets and his decision on all matters involving Partnership assets shall be controlling. * (continued on pg. 6)

8. Banking:

All funds of the Partnership shall be deposited in its name in such checking account or accounts as shall be designated by the Partners. All withdrawals therefrom are to be made upon checks signed by G. Vinson Atkison or Stephen Flashpoebler.

9. Fiscal Year and Books:

The Partnership books shall be maintained at the principal office of the Partnership which is hereby designated as 22 Dawnwood Drive, Greenville, S.C.

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