

5. Advances. The partners, or any one of them, may, but shall not be required to, advance funds to the partnership from time to time to the extent such funds are reasonably needed in the partnership's business. Such advances shall not be deemed a capital contribution to the partnership, but a debt due from the partnership to the partner making the advance and shall be repaid from any available funds of the partnership with interest at a rate equal to two (2%) percent above the then prevailing prime rate being charged by Community Bank in Greenville, South Carolina.

6. Profit and Loss. The net profits of the partnership shall be divided, and the net losses of the partnership shall be borne in the following proportions:

| | |
|--------------------------|------------|
| Charles D. Atkinson | 20 percent |
| Clarence T. Hamrick, III | 20 percent |
| Thomas E. Harvey | 20 percent |
| Michael G. Medcalf | 20 percent |
| David F. Watson, Jr. | 20 percent |

7. Distribution of Proceeds from Sale of Capital Assets. No distribution from the proceeds from the sale of the partnership capital asset shall be made to any partner until all partnership obligations, including advances made by partners, have been paid in full.

8. Books and Records. Adequate accounting records of all partnership business shall be kept and these shall be open to inspection by any of the partners at all reasonable times. The partnership shall maintain its accounting records and shall report for income tax purposes on the cash basis of accounting. At the end of each fiscal year, a complete accounting of the affairs of the partnership shall be furnished to each partner, together with such appropriate information as may be required by each partner for the purpose of preparing income tax returns for that year. One of the partners shall be elected and designated as the partner responsible for maintaining and keeping the books and records and preparing and furnishing annual tax information to the partners.

9. Banking. All funds of the partnership shall be deposited and kept in its name in such partnership bank account or accounts as shall be designated by the partners. All withdrawals therefrom shall be made upon checks signed by one of the partners.