

in which the partners share in the profits and losses of the partnership. No interest shall be paid to any partner on his capital account. The initial capital accounts of the partners shall be equivalent to the following interest in the capital of the partnership:

L. E. Jones	33-1/3 percent
A. J. Goforth, Jr.	33-1/3 percent
Triangle Construction Co., Inc.	33-1/3 percent

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 the First National Bank of South Carolina 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:

L. E. Jones	33-1/3 percent
A. J. Goforth, Jr.	33-1/3 percent
Triangle Construction Co., Inc.	33-1/3 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.