

provisions or shall by reason of the foregoing provisions make any claim in respect of any debt, liability or obligation against the Partnership or any of its Partners.

(5) Profits and Losses. The net profits of the Partnership shall be divided between the Partners and the net losses shall be borne by them on the following basis:

Lloyd E. Hartsell	10%
Patricia Hartsell	10%
L. S. Heaton	20%
T. C. Johnson	20%
F. E. Kirkley	10%
Davie Kirkley	10%
James C. Stein	10%
Carol A. Stein	10%

(6) Salary and drawings. No Partner shall receive any salary for services rendered to the Partnership except as may be agreed upon by all Partners.

(7) Interest. No interest shall be paid on the initial contribution to the Partnership or any subsequent contribution to capital or any loans unless otherwise agreed by all Partners.

(8) Management of Partnership. The management of the Partnership and the rights, duties and responsibilities of the partners shall be governed by the following provisions:

- (a) Voting. Each Partner shall be entitled to one (1) vote per share on all Partnership matters and questions. A concurring vote of not less than seven (7) partnership shares shall be required on all decisions involving the purchase or sale of real estate, the granting of any mortgage, right-of-way, or other encumbrance on real estate, acquisition or sale of personal property. All other Partnership matters shall be decided by a majority vote. Absent voting partners may vote by proxy provided at least five (5) days notice is given to the absent Partner concerning the matters to be voted

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