

If at any time or times hereafter, the partners should determine that further capital is required by the partnership and that the capital of the partnership should be increased, the additional capital required shall be contributed by the partners as follows: G & M Rentals, Inc., 10%, W. N. Leslie, 63%, L. C. Montgomery, 13.5% and R. C. Galloway, 13.5%.

A separate capital account shall be maintained for each partner. No partner shall withdraw any part of his capital account. If the capital account of a partner becomes impaired, his share of subsequent partnership profits shall be first credited to his capital account until that account has been restored, before such profits are credited to his income account

6. Duties and Rights Of Partners.

- (a) The general partner shall have complete management and control of the business of the partnership and shall diligently apply itself thereabout.
- (b) No limited partner shall have any right to be active in the conduct of partnership business, nor have power to bind the partnership in any contract, agreement, promise or undertaking.
- (c) All agreements, contracts, deeds, leases, mortgages and instruments of conveyance of every nature and kind shall be executed in the name of the partnership by the general partner alone.
- (d) The general partner may not sell all or any part of the real property of the partnership except with the consent of 90% of the partners owning at least 90% of the partnership interest.

7. Profit and Loss.

- (a) The net profits of the partnership shall be divided by the limited partners as follows: W. N. Leslie 63%, L. C. Montgomery, 13.5% and R. C. Galloway, 13.5%, and the net losses shall be borne as follows: W. N. Leslie, 63%, L. C. Montgomery, 13.5% and R. C. Galloway, 13.5%. A separate income account shall be maintained for each partner.

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