

DEATH OR DISABILITY OF EITHER PARTNER TO TERMINATE PARTNERSHIP:

Upon the death or insanity of either the general or limited partner said partnership shall be terminated and the personal representative or committee of such partner shall have the same rights as the partner he represents for the purpose of winding up the partnership.

LIMITED PARTNER TO HAVE NO CONTROL OF BUSINESS:

It is mutually agreed and understood between the contracting partners hereto that the limited partner shall exercise no control in the carrying on of the partnership business but the same shall be carried on by the general partner.

LIMITED PARTNER NOT TO BE PAID ANY PART OF HER CONTRIBUTION UNTIL ALL PRIOR LIABILITIES OF THE PARTNERSHIP HAVE BEEN SATISFIED:

It is further mutually agreed and understood between the contracting parties hereto that the limited partner shall receive no part of her capital investment of Five Thousand (\$5,000.00) Dollars in said limited partnership until all prior liabilities of the partnership have been satisfied.

This limited partnership is organized pursuant to and in conformity with the uniform partnership act of South Carolina as appears in Section 52-1 through Section 52-130 of the 1962 Code of Laws for the State of South Carolina as amended and all legal actions or controversies arising for, in or against said limited partnership shall be controlled by the foregoing code provisions.

DIVISION OF PROFITS---HOW DECIDED:

The profits of the limited partnership shall be computed quarterly based upon the earnings and outstanding obligations of said partnership and disbursements of the profits on an equal basis to each partner made quarterly.

IN WITNESS WHEREOF, we, the said Lamar Payne, as

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