

South Carolina. The continuing partner shall assume all of the existing firm obligations, first being considered in said purchase price, and hold the retiring partner or his legal representatives harmless from all liability thereon. The continuing partner may use the former firm name.

In the event that both parties should mutually agree to dissolve the firm, the said business shall be wound up, the debts paid, and the surplus divided between the partners in accordance with their interest therein.

11. Other Agreements. All other terms and provisions necessary in the operation of said business by the partnership shall be negotiated, and agreed to as required. No additional or further agreements shall be deemed valid unless evidenced by writing signed by both parties. The terms of this partnership agreement may, in the future, be abrogated, or otherwise changed, notwithstanding the provisions herein, by a written agreement signed by both parties.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this agreement the day and year first above written.

In the presence of:

Janice P. Case Ward S Stone (SEAL)  
Ward S. Stone  
Janice P. Case WOOTEN CORPORATION OF WILMINGTON (SEAL)

By: Richard D. Wooten  
President

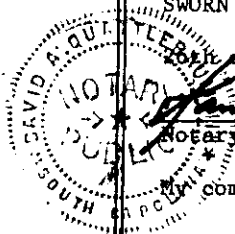
STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named Ward S. Stone and Wooten Corporation of Wilmington, by its President, sign, seal and as their act and deed deliver the within written Partnership Agreement, and that (s)he, with the other witness subscribed above, witnessed the execution thereof.

Janice P. Case

SWORN to before me this  
\_\_\_\_\_ day of April, 1971.



David R. G. Quattlebaum (SEAL)  
Notary Public for South Carolina

My commission expires: 5-13-80

Partnership Agreement Recorded May 25, 1971 At 10:29 A.M. #28170