

agrees to indemnify and save harmless the said C. A. Herlong of and from any and all liability for any such indebtedness.

(6) IT IS UNDERSTOOD AND AGREED That this transfer by and on the part of P. R. Tucker of his interest in the partnership shall be free and clear of all indebtedness. If any indebtedness exists against said partnership, the said C. A. Herlong is hereby authorized and directed to pay the same and to charge one-half (1/2) thereof against the three Five Hundred (\$500.00) Dollar installments hereinabove referred to, and the said P. R. Tucker hereby agrees to pay one-half (1/2) of any and all indebtedness in excess of said amount. The said P. R. Tucker warrants and represents that he has incurred no indebtedness chargeable to said partnership or to either of the partners that is not shown on the books of the partnership.

(7) The said P. R. Tucker agrees that he will not, either directly or through any partnership or corporation, engage in the watch repair business or the general retail jewelry business in the City of Greenville and/or at the Donaldson Air Force Base, Greenville, South Carolina, for a period of eighteen (18) months from April 1, 1953. The said P. R. Tucker further agrees that if the said C. A. Herlong desires to continue the operation of a watch repair shop or to open a retail jewelry shop at the Donaldson Air Force Base, that the said P. R. Tucker will make no application for a concession at said Air Force Base, or for permission to operate a similar business at said Air Force Base as long as the said C. A. Herlong operates a watch repair shop or jewelry shop at said Air Force Base.

(8) IT IS UNDERSTOOD AND AGREED That P. R. Tucker shall have no personal liability to the partnership or to C. A. Herlong by reason of a certain note and chattel mortgage dated February 1, 1954, in the sum of Fourteen Thousand Seven Hundred Fifty (\$14,750.00) Dollars, executed by National Jewelers, a partnership, to C. A. Herlong and that said C. A. Herlong shall indemnify and hold said P. R. Tucker harmless from any and all liability therefor.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

Witnesses:

*[Signature]*  
*[Signature]*

*[Signature]* (SEAL)  
C. A. Herlong  
*[Signature]* (SEAL)  
P. R. Tucker