

his interest in whole or in part, the assignee of such Partner shall have a vote in direction proportion to the interest in the capital of the Partnership held by such assignee.

(b) SIGNATURES: Any deed, bill of sale, mortgage, security instrument, lease, contract of sale, document or other commitment purporting to convey or encumber the interest of the Partnership in all or any portion of any real or personal property shall be signed by a majority in interest of the Partners. In the event a Partner shall sell or otherwise dispose of his interest in whole or in part, the assignee of such Partner shall be entitled to execute any of the documents enumerated herein according to the percentage of interest in the capital of the Partnership held by such assignee.

(4) SUCCESSORS IN INTEREST: Except as otherwise provided herein, all provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by and against the respective heirs, executors, administrators, personal representatives, successors and assigns of any of the parties to this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands and seals and affixed their seals hereto this the 11th day of April, 1973.

In the presence of:

Patrick H. Grayson
Carolyn A. Abbott

Lloyd D. Auten (SEAL)
C. Dan Joyner (SEAL)

STATE OF SOUTH CAROLINA)

PROBATE

COUNTY OF GREENVILLE)

PERSONALLY appeared before me Carolyn A. Abbott who being duly sworn, deposes and says that she saw the within named Lloyd D. Auten and C. Dan Joyner sign, seal and as their act and deed deliver the foregoing Memorandum of Partnership Agreement, and that she with Patrick H. Grayson, Jr. witnessed the execution thereof.

SWORN to before me this the 11th day of April, 1973

Carolyn A. Abbott

Patrick H. Grayson, Jr. (L.S.)
Notary Public for South Carolina

My Commission Expires: 11/19/79

(Continued on next page)