

for the balance of such fiscal year, in the same way the deceased partner would have shared in them had he survived to the end of such fiscal year.

17. Upon the death of a partner, his personal representative shall have the right of election either to continue membership in the partnership, or to sell the decedent's interest in the partnership to the surviving partner. Such election shall be made by written notice to the surviving partner within sixty (60) days after the date of the deceased partner's death. In the event of an election to continue membership in the partnership, the personal representative shall succeed to all the rights and shall bear all the obligations of the deceased under the partnership Agreement, except that the personal representative shall not be liable for partnership debts in excess of his interest in the partnership assets. In the event of an election to sell the deceased partner's interest to the surviving partner, the selling price for said interest shall be the amount of the deceased partner's capital account at the date of his death, and the surviving partner shall make payment therefor within six (6) months after the date of the deceased partner's death.

18. No partner shall sell, assign, pledge or mortgage his interest in the partnership without the advance written consent of the other partner.

19. This Agreement is entered into pursuant to and shall be controlled by the Laws of the State of South Carolina.

IN WITNESS WHEREOF, we set our hands and seals the day and year aforesaid.

IN THE PRESENCE OF:

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Toni Lea Clark
 TONI LEA CLARK

Jimmy E. Clark
 JIMMY E. CLARK