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to creditors so as to minimize the normal losses attendant upon a liquidation.

(15) Oral Modification. No modification or waiver of this Agreement, or any part hereof, shall be valid or effective unless in writing signed by the party or parties sought to be charged therewith; and no waiver of any breach or condition on this Agreement shall be deemed to be a waiver of any other subsequent breach or condition, whether of like or different nature.

(16) Copy on File. Each Partner hereby agrees that one (1) original of this Agreement, or set of original counterparts, shall be held at the office of the Partnership.

(17) Notices and Addresses. All notices or other communications given or made under this Agreement shall be in writing by registered or certified United States mail, return receipt requested, and shall be deemed received on the day following the day posted. Notice or other communications shall be mailed to each Partner at the address set forth after the signature of such Partner at the foot of the Signature, or at such other address as the Partner may specify in a notice to Ned R. Arndt.

(18) Applicable Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

(19) Counterparts. This Agreement may be executed in one or more counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, but all of such counterparts shall constitute one and the same instrument.

(20) Variation in Pronouns. All pronouns and any variations thereof shall be deemed to refer to masculine, feminine, neuter, singular or plural, as the identity of the person or persons may require.

(21) Partition. The Partners hereby mutually agree that none of them, nor any of their heirs, successors, administrators, or assigns shall have any right during the term hereof to have any real property owned by the Partnership partitioned, or to file a complaint or institute any proceeding at law or in equity to have same partitioned; and such Partners hereby irrevocably waive any such right on behalf of their successors, assigns and other legal representatives.

(22) Binding Effect. Except as herein otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties hereto, their personal representatives, successors and assigns.

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