

continuing partners 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 each of the parties should mutually agree to dissolve the firm, the said business shall be wound up, the debts paid, and the surplus divided among the partners in accordance with their interests 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 each party. 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 each of the parties.

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

In the Presence of:

Samuel A. Plattelbaum
Nancy P. Coan

James D. Miller (SEAL)
James D. Miller

Richard D. Wooten (SEAL)
Richard D. Wooten

Ward S. Stone (SEAL)
Ward S. Stone

STATE OF SOUTH CAROLINA)
COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared the undersigned witness and made oath that (s)he saw the within named James D. Miller, Richard D. Wooten, and Ward S. Stone, 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.

Nancy P. Coan

SWORN to before me this

17th day of February, 1971.

Samuel A. Plattelbaum (SEAL)
Notary Public for South Carolina
My commission expires: 5-13-80

Partnership Agreement Recorded February 19, 1971 At 5:00 P.M.#19368