

connection herewith that a majority decision of the appraisers is final and binding. Any debts or liabilities of the partnership shall be included in the computation and shall be assumed by the partners continuing the business, thereby relieving the partner withdrawing from the business from all further responsibility and liability in connection therewith. The value of the accounts receivable shall be computed on the same basis as mentioned in Paragraph (8) herein. In such event Paragraph (9) of this Agreement shall also be applicable. In this connection it is further agreed that the partner desiring to withdraw from the business shall leave the option to the remaining partners, as to whether or not he shall buy or sell under the terms and conditions of this agreement. It is further agreed and understood that the appraisal resulting from the procedure outlined herein shall be final and binding on all partners and there is no appeal or submission of same to arbitration.

(12) It is further agreed and understood by and between the parties hereto that in the event any provision of this Agreement, for any cause, be found to be invalid by a Court of competent jurisdiction, then the remaining provisions of this Agreement are not to be affected or rendered invalid, but shall remain in full force and effect.

IN WITNESS WHEREOF, we, the said John David Alewine, Ranny F. Queen, and Charles Queen, individually and as partners, have hereunto set our hands and seals this 8 day of May, 1973, at Greenville, South Carolina.

SIGNED, SEALED AND
DELIVERED IN THE
PRESENCE OF:

Marie J. Queen
Barbara R. Shekleton

John David Alewine (LS)
John David Alewine

Ranny F. Queen (LS)
Ranny F. Queen

Charles Queen (LS)
Charles Queen

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C.Q., R.F.Q. VDR