

a pro rata 50% partnership interest to Darracott Auto Parts, Inc., with the consent of all partners;

WHEREAS, on August , 1976, the above named partners in the Middleton Group Partnership entered into a Fifth Amendment and assignment pertaining to said partnership agreement wherein the Partner, Darracott Auto Parts, Inc., a general partner, conveyed a 2% interest of its 50% interest in the partnership to the other four partners on a pro rata basis equal to their respective interest in the partnership at that time. That this transfer was done with the consent of all parties.

WHEREAS, it is desired by the undersigned to continue said Partnership as amended herein.

NOW, THEREFORE, For and in consideration of the foregoing recitals and of the mutual promises and covenants herein contained, it is hereby agreed among the partners as follows:

1. Paragraph V of the original partnership agreement is amended by adding the name of James W. Covington as a partner, and inserting in said paragraph this name and realigning the proportionate interest of the partners now comprising said partnership as follows:

<u>NAME</u>	<u>PROPORTIONATE INTEREST</u>
M. William Bashor, Jr.	1.27%
John F. Palmer	.91%
Edgar A Semchenko	.91%
Rita A. Balliew	.91%
Darracott Auto Parts, Inc.	48%
James W. Covington	48%

2. It is hereby acknowledged by all of the undersigned that transfer of a 48% partnership interest by M. William Bashor, Jr., John F. Palmer, Edgar A. Semchenko and Rita A. Balliew, to James W. Covington, has been done with the consent of all partners. It is further acknowledged that payment has been received for such transfer. It is further hereby acknowledged that the existing partners have all the rights and assume all the responsibilities as set forth in the original partnership agreement and the amendments thereto and that they assume all the existing rights and obligations of the Partnership, including, but not limited to the First Federal Savings

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