

continue the Partnership business, to purchase the interest of the retiring, deceased, incapacitated, bankrupt or insolvent General Partner or the remaining General Partner or Partners and the retiring, incompetent, deceased or bankrupt General Partner or his, her or its representatives have not been able to effectuate a mutually satisfactory agreement for the purchase of the said General Partner's interest by the end of the calendar year in question, such interest shall, at the close of said calendar year, be automatically converted into a limited partnership interest and shall be assignable or transferrable to the same extent as is any other limited partnership interest under this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 26 day of November, 1969.

Witnesses as to General Partner: General Partner

W. H. Spivey

Y. G. W. Co., Inc.
 By: John P. Williams
 And: James C. Gardner

Witnesses as to Limited Partners: Limited Partners

W. H. Spivey

Geargin Construction Company, Inc.
 By: John P. Williams
 And: James C. Gardner

W. H. Spivey

James C. Gardner
 James C. Gardner

W. H. Spivey

The Standard Supply Co., Inc.
 by: John P. Williams
 And: Robert L. Turner Asst. Sec.