

partner. In the event said appraisers are unable to mutually agree on a sales price for the assets of said business within sixty (60) days after their appointment, they shall select and designate one additional appraiser for this purpose whose appraisal shall be binding on all parties. In the event the two appraisers first appointed should be unable to agree on a third appraiser, such appraiser shall be appointed by the resident or presiding Judge of the Circuit Court of the County of Greenville, State of South Carolina. The continuing partner 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 both parties should mutually agree to dissolve the firm, the said business shall be wound up, the debts paid, and the surplus divided between the partners in accordance with their interest 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 both parties. 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 both parties.

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

In the presence of:

Frank A. Williamson
Nancy P. Case

Ward S. Stone (SEAL)
Ward S. Stone

WOOTEN CORPORATION OF WILMINGTON (SEAL)
By Russell D. Wooten
President

