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further agree that said valuation shall be used whenever a valuation is needed for any purpose.

(17) In the event the partners or the legal representative of a partner shall mutually agree to dissolve the partnership, the partnership shall terminate and the partners shall proceed with reasonable promptness to liquidate the business of the partnership. The assets of the partnership shall first be used to pay or provide for all debts of the partnership. Thereafter, all monies remaining undistributed, shall be equally divided among the three partners or their legal representatives.

(18) The partners further agree that if one or more of the partners wishes to sell his or their interest in the partnership known as Royal Host Motor Inn of Greenville, he or they shall first be required to offer his or their interest to the remaining partner at the appraised price agreed upon by the partners on the date of the last preceding January 15th appraisal as set forth above. The remaining partner or partners shall have the right to purchase said partner's interest from the partner and/or partners desiring to sell their interest on or before six months after the offer to sell is made. The purchasing partner or partners shall not be required to pay any interest during this six months for the option to purchase the assets of the selling partner or partners. If the remaining partner or partners is unable to pay or refuses to pay for the selling partner's or partners' interest within six months after the offer is made, the said selling partner or partners shall have the right to offer his or their interest in said partnership to any other person at such an amount or amounts as he may be able to secure.

This partnership agreement shall be binding on the undersigned, his or their successors and assigns forever.

IN THE PRESENCE OF:

Billie J. Hatcher
Patton

Jimmy O'Quinn
Jimmy O'Quinn
W. Glenn Hawkins
W. Glenn Hawkins
Herbert V. Wright
Herbert V. Wright

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