

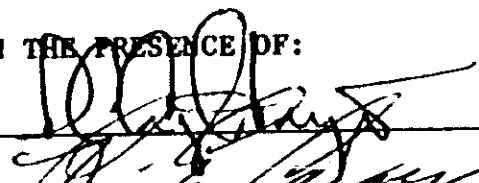

the profits and losses of the business during the period of liquidation as provided in paragraph 4 above, except that the deceased partner's estate shall not be liable for losses in excess of the deceased partner's interest in the partnership at the time of his death. No compensation shall be paid to the surviving partners for their services in liquidation. Except as otherwise provided herein, the procedure as to liquidation and distribution of the assets in the partnership business shall be the same as stated in Paragraph 10 with reference to voluntary termination.


13. Term of Leases and Other Transactions. The Partnership shall as hereinabove provided have the power to enter into leases, loan arrangements and any and all other business and legal transactions and dissolution of the Partnership for any reason will not shorten the term of any such lease or transaction entered into by or on behalf of the Partnership.

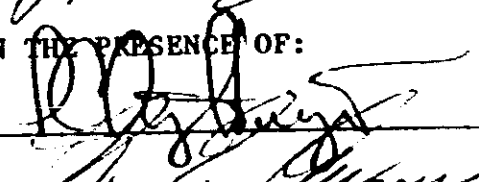
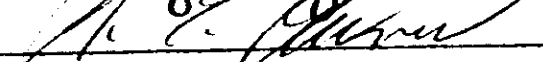
14. Arbitration. Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration in accordance with the rules then obtaining, in the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

15. Notices. Any and all notices and/or communications addressed to the partnership shall be sent to Ivester Properties, Post Office Box 8794, Greenville, South Carolina 29604 and Blake Shewmaker & Associates, Inc., 700 East North Street, Greenville, South Carolina 29601

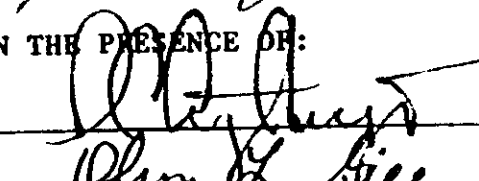
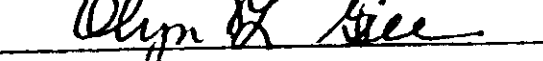
IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals as of the day and year first above written.



IN THE PRESENCE OF:



BLAKE SHEWMAKER & ASSOCIATES, INC.
 By: 
 And: _____

IN THE PRESENCE OF:




 BLAKE A. SHEWMAKER

IN THE PRESENCE OF:



IVESTER PROPERTIES
 By: 
 And: 

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