the partners shall proceed with reasonable promptness to liquidate the business of the partnership. Except as herein otherwise stated, the procedure as to liquidation and distribution of the assets of the partnership shall be the same as stated in Paragraph 9 with reference to voluntary termination.

- 11) 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 of the American Arbitration Association, and judgment upon the ward rendered may be entered in any court having jurisdiction thereof.
- 12) No additional or further agreement shall be deemed valid unless evidence in writing is signed by the partners. Any change in the terms of this Partnership Agreement in the future must be evidenced by a written agreement signed by all partners.

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

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

THE PRESENCE OF:

(LS)

(LS)

(LS)

STATE OF SOUTH CAROLINA)

COUNTY OF GREENVILLE) PROBATE

PERSONALLY appeared the undersigned witness and made oath that he saw the within named BONNER N. YORK, J. MACK WOODS, JR. and T. C. BROGDON, JR. sign, seal and as their act and deed deliver the within PARTNERSHIP AGREEMENT and that he, with the other witness subscribed above witnessed the execution thereof.

SWORN to before me this 12TH Aay of JUNE, 1981

Notary Public for/South Carolina

My Commission Expires: 2-21-90

34154

NEGORDET JUN 1 2 1981

at 11:51 A.M.

STATE OF STATE OF