

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 in the drawing accounts of the partners shall be paid to the partners respectively entitled thereto. Then the remaining assets shall be divided according to the proportionate interests of the partners on the basis of their respective capital accounts as they stood upon the date of such termination after crediting or debiting thereto the net profit or loss accrued or incurred, as the case may be, from the date of the last accounting to the date of termination.

23. All notices provided for under this agreement shall be in writing and sufficient if sent by registered mail to the last known address of the party to whom such notice is to be given.

IN WITNESS WHEREOF, the partners have executed this Agreement on the date above written.

In the presence of:

*[Signature]* (SEAL)  
A. James Nelson  
*[Signature]* (SEAL)  
R. L. Bowers

STATE OF SOUTH CAROLINA )  
                                  )        PROBATE  
COUNTY OF GREENVILLE )

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw the within named A. JAMES NELSON and R. L. BOWERS sign, seal and as their act and deed deliver the within written Partnership Agreement and that (s)he, with the other witness subscribed thereto, witnessed the execution thereof.

SWORN to before me this 15 day )  
of September, 1982. )  
*[Signature]* (LS) )  
Notary Public for South Carolina )  
My Commission expires: 3-28-89 )

*[Signature]*  
RECORDED DEC 16 1982  
at 10:46 A.M. 14620

4328-RV-2