

each partner owned by the said partnership on at least an annual basis, then in that event, this paragraph will not be of force and effect unless mutually agreed to by the deceased partner's representatives, heirs or executors, as the case may be, and the living partner. In the event such insurance proceeds are available and paid to the partnership and not used for the acquisition of the deceased partner's share, then in that event, these insurance proceeds will become an asset of the partnership subject to this Partnership Agreement, including but not limited to, Article Ten hereof.

ARTICLE TWENTY-ONE

ADDITIONS, ALTERATIONS OR MODIFICATIONS

Where it shall appear to the partners that this agreement, or any terms and conditions contained herein, are in any way ineffective or deficient, or not expressed as originally intended, and any alteration or addition shall be deemed necessary, the partners will enter into, execute and perform all further deeds and instruments as their counsel shall advise. Any addition, alteration or modification shall be in writing, and no oral agreement shall be effective.

IN WITNESS WHEREOF, the parties have executed this agreement at Orangeburg, South Carolina, the day and year first above written.

IN THE PRESENCE OF:

Patricia C. Causey
Marty Alley McLee

Julian A. Ott
Julian A. Ott, Partner

Patricia C. Causey
Marty Alley McLee

William T. Taylor
William T. Taylor, Partner

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