

subsequently written and agreed on by the partners.

(13) Other Agreements. All other terms and provisions necessary in the operation of the "Group" shall be negotiated and agreed upon as required. No additional or further agreements shall be deemed valid unless evidenced by a writing signed by all Partners. The terms of this Partnership Agreement may, in the future, be abrogated, or otherwise changed, notwithstanding the provisions herein, by a written agreement signed by all of the Partners.

(14) Distribution Upon Termination. Upon termination of the "Group" for any reason, the assets of the "Group" shall be liquidated as promptly as possible and the proceeds from such liquidation shall be distributed, as realized, in the following order of priority:

- (a) To payment of all debts, taxes, obligations and liabilities of the "Group" and the necessary expenses of liquidation.
- (b) To the parties entitled to preferential payments in accordance with Paragraph (8) to the extent the payments have not been completed.
- (c) To the repayment of any loans of Partners.
- (d) To the repayment of total unreturned capital contributions of the Partners, including the original capital contributions and all additional capital contributions.
- (e) The surplus, if any, then remaining shall be distributed to the Partners in accordance with their percentages of ownership.

(15) Miscellaneous. The undersigned herewith ratify the Partnership Agreement previously executed on May 28, 1982 and the Addendum thereto executed on the same date. All acts and things done pursuant to the aforementioned partnership agreement and addendum are fully ratified by the undersigned.

This present Agreement shall be binding upon and shall inure to the benefit of the respective heirs, successors, and assigns of all partners, except as may be specifically provided herein. This Partnership is created under the laws of the State of South Carolina, and shall be interpreted and governed by such laws.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 23rd day of July, 1982.

WITNESSETH:

David M. Rogers
Cherie Herring
David M. Rogers
Cherie Herring
David M. Rogers
Cherie Herring

SEA PARTNERS, A PARTNERSHIP

By: [Signature], Partner

[Signature], Partner

[Signature], Partner

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