

certified mail, shall constitute the notice required under this Agreement.

18. Governing Law. It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and liabilities of the parties shall be determined in accordance with the applicable provisions of the Laws of South Carolina.

19. Benefits. This Agreement shall be binding upon the respective parties hereto, their heirs, executors, administrators and assigns.

20. Agreement May be Executed in Counterparts. This Agreement and all amendments thereto may be executed in any number of counterparts, all of which, taken together, shall be deemed to be a single Agreement.

IN WITNESS WHEREOF, Caine Company and the undersigned partners have signed and sealed this Agreement in one or more counterparts, all as of the date hereof.

CAINE COMPANY (SEAL)

By Frank B. Halter
Frank B. Halter, President
Managing Agent

Names and Addresses of Partners:	Percent of Partnership Interest:	Capital Contributions:
Pension Plan of Haynsworth, Baldwin and Miles, P.A. By <u>Trust</u> <u>Trustee</u> Greengate Office Park Greenville, South Carolina	50%	\$150,000
<u>Trustee</u> J. D. Estes Post Office Box 2007 111 Williams Street Greenville, South Carolina	10%	30,000
Caine Company By <u>Frank B. Halter Pres.</u> Post Office Box 2007 111 Williams Street Greenville, South Carolina	10%	30,000