

limited partner as a substituted limited partner. If, however, the executor or administrator of a deceased partner's estate should determine, during the period of administration of such deceased limited partner's estate but in no event for a period to exceed twenty-four (24) months from the date of the death of such partner, that his estate faces a financial hardship to the extent that his estate must sell or assign all or a portion of his limited partnership interest, then the personal representative of the deceased limited partner may, subsequent to compliance with Paragraph (b) of this Article, sell or assign all or any part of such limited partnership interest and the assignee thereof shall become a substituted limited partner.

(d) No limited partner may substitute an assignee as a limited partner in his or her stead except upon the written consent of all of the partners.

(e) Additional limited partners may be admitted with such capital contributions and such partnership interest as may be determined by the consent of all of the partners.

3. Banking. All funds of the partnership shall be deposited in its name in such checking account or accounts as shall be designated by the partners. All withdrawals therefrom are to be made upon checks signed by a partner.

14. Term of the Partnership and Dissolution By Agreement or on Withdrawal or Disqualification of the General Partner

The partnership shall commence on the first day of September, 1971 and shall continue thereafter until terminated:

- (a) Upon the dissolution of the partnership by law; or
- (b) upon dissolution following ninety (90) days' prior written notice by the general partner to all of the limited partners; or
- (c) upon dissolution by virtue of the voluntary or involuntary bankruptcy, receivership, liquidation or cancellation of charter of the general partner.

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