

(i) is in violation of the provisions of the South Carolina Uniform Limited Partnership Act;

(ii) would cause the Limited Partners to incur liability as General Partners; or

(iii) would result in the Partnership being treated as other than a partnership for federal income tax purposes.

13.2 PROPOSAL OF AMENDMENTS. Amendments to this Agreement and Certificate of Limited Partnership may be proposed by the General Partners or by any of the Limited Partners. Following such proposal the General Partners shall submit to the Limited Partners a verbatim statement of any proposed amendments and opinion of counsel as to the legality of such amendment. The General Partners shall include in any such submission its recommendations as to the proposed amendment.

ARTICLE XIV

WAIVER OF RIGHT TO COURT DECREE OF DISSOLUTION

14.1 The Partners agree that irreparable damage would be done to the goodwill and reputation of the Partnership if any Partner should bring an action in court to dissolve this Partnership. Care has been taken in this Partnership Agreement to provide what the Partners feel are fair and just payments to be made to a Partner whose relation with the Partnership is terminated for any reason. Accordingly, each of the parties accepts the provision under this Partnership Agreement as his sole entitlement on termination of his Partnership relation. Each party hereby waives and renounces his right to seek a court decree of dissolution or to seek the appointment by a court of a liquidator for the Partnership.

ARTICLE XV

MISCELLANEOUS

15.1 FEDERAL INCOME TAX ELECTIONS. All elections required or permitted to be made by the Partnership under the Internal Revenue Code shall be made by the General Partners in such manner as will, in their opinion, be most advantageous to a majority in interest of the Limited Partners.

15.2 AMENDMENT. This Agreement and Certificate of Limited Partnership shall be amended whenever required by law or whenever the Partners desire to make a change so that this Agreement and Certificate shall accurately reflect the agreement among them.

15.3 MEETINGS. Meetings of the Partnership may be called by the General Partners and shall be called by them upon the written request of Limited Partners holding more than fourteen (14%) percent of the then outstanding Partnership capital interest.