

in the event they cannot agree upon the said third appraiser, he shall be appointed by the Resident or Presiding Judge of the Court of Common Pleas of Richland County. Said three (3) appraisers shall submit the appraised value of the Partnership's assets agreed upon by at least two (2) of the three (3) appraisers within fifteen (15) days after the third appraiser is so selected. The undersigned do further agree that their respective appraiser will not capriciously or arbitrarily hinder or delay such appraisal and do hereby agree to be bound by the appraised value derived from said appraisal. The General Partner shall not sell the Partnership assets for a sum less than the said appraised value, without the written consent of the Limited Partners.

15. Death or Insanity of a Limited Partner. The death or insanity of any individual Limited Partner shall not terminate the Partnership business. Dissolution of a corporate Limited Partner shall not terminate the Partnership business. If an individual Limited Partner shall die, be adjudicated insane or incompetent, his successor shall have the rights that such Limited Partner would have had if he had not died or had not become insane or incompetent and the share of such Limited Partner in the assets of the Partnership shall, until the termination of the Partnership, be subject to the terms, provisions and conditions of this Agreement as if such Limited Partner had not died or become insane or incompetent.

16. Recording of Agreement. The General Partner agrees to have recorded this Certificate and Agreement of Limited Partnership, as provided by the Limited Partnership Act of the State of South Carolina.

17. Copies of Agreement. A photostatic or mimeographed copy of this Agreement shall be deemed as an original for all intents and purposes.