

- (e) There is a false or erroneous statement in the Certificate as filed.
- (f) There is a change in the time as stated in the Certificate for the dissolution of the Partnership or the return of a contribution.
- (g) A time is fixed for dissolution of the Partnership or the return of contributions and such time has not been specified in the Certificate.
- (h) The Partners desire to make a change in any other statement of the Certificate in order that it shall adequately represent the agreement between them.

Upon amendment of this Agreement, the Certificate of Limited Partnership shall also be amended if necessary to reflect such change.

22. Validity. In the event that any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this Agreement.

23. Governing Law. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

24. Amendments and Modifications. This Agreement can be modified only by written instrument executed by all of the parties hereto.

25. Entire Agreement. This Agreement contains the entire understanding between the parties and the parties are not bound by any representations, agreements, arrangements or undertakings, oral or written, between and among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

26. Agreement in Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one Agreement, binding on all the parties hereto and all who subsequently become Partners of the Partnership, notwithstanding that all of the said parties are not signatory to the original or the same counterpart.

27. Miscellaneous Controlling Provisions. Notwithstanding any language to the contrary contained elsewhere in this Agreement, it is agreed:

(a) The refinancing of any loan, the placement of additional or new loans on any Partnership Property other than any loans in the ordinary course of business shall be approved by eighty-five (85%) percent of the Limited Partners(s), measured by interest(s).

(b) No additional or substitute General or Limited Partner shall be admitted to the Partnership unless the Partners, both General and Limited, unanimously consent and if the admission of the said additional or substituted Partner shall not cause the Partnership to be treated as an association taxable as a corporation in the opinion of counsel for the Partnership.

(c) On the withdrawal (however caused) of the last remaining General Partner, the then remaining Limited Partners shall have the right to elect a successor General Partner within thirty (30) days of the event causing the withdrawal, provided the election shall be unanimous.