

(c) Upon receipt of notice of expulsion, such General Partner shall cause an accounting to be prepared covering the transactions of the Partnership since the end of the previous year and thereafter he shall not sell or dispose, or allow to be sold or disposed, any Partnership asset unless such sale or disposition was the subject of a contract entered into by and binding upon the Partnership prior to the date upon which the notice was received by the General Partner.

XIV. Continuation of Partnership Business. In the event of the removal, death, incapacity, retirement, adjudication of insanity, incompetency, bankruptcy or insolvency of any General Partner, the remaining General Partner shall have the right to continue the Partnership business and such event shall not terminate the Partnership. In such event the interest of the withdrawing General Partner shall become a Limited Partnership interest of a special class. This Agreement, in such event, shall be appropriately amended as provided by the Uniform Limited Partnership Act of the State of South Carolina.

XV. Power of Attorney.

(a) Each Limited Partner hereby irrevocably constitutes and appoints the General Partners, or either of them, his true and lawful attorneys, in his name, place and stead, to make, execute, consent to, swear to, acknowledge, record and file; (i) this Amended and Restated Certificate and Agreement of Limited Partnership under the laws of the State of South Carolina; (ii) any certificate or other instrument which may be required to be filed by the Partnership or the Partners as required under the laws of the State of South Carolina and under the applicable laws of any other jurisdiction to the extent that the General Partners deem such filing to be necessary or required; (iii) any and all amendments or modifications of the instruments described in the preceding subsections (a) (i) and (a) (ii); provided that such amendments or modifications are otherwise allowable under the terms of this Agreement; (iv) all certificates and other instruments which may be required to effectuate the dissolution and termination of the Partnership pursuant to the provisions of this Agreement; (v) any and all consents or other instruments deemed necessary or desirable by the General Partners, or either of them, for the admission of additional Limited Partners and substituted Limited Partners, pursuant to the terms of this Agreement; and (vi) all such other instruments as the General Partners may deem necessary or desirable to fully carry out the provisions of this Amended and Restated Certificate and Agreement in accordance with its terms; and each Limited Partner hereby irrevocably constitutes and appoints the General Partners his true and lawful attorneys, in his name, place and stead, to take any and all such other action as the General Partners may deem necessary or desirable to fully carry out the provisions of this Agreement in accordance with its terms.

(b) It is expressly understood and intended by each Limited Partner that the grant of the foregoing Power of Attorney is coupled with an interest and shall be irrevocable.

(c) The foregoing Power of Attorney shall survive the death of any Limited Partner who shall have died during the term hereof.

(d) The foregoing Power of Attorney may be exercised by the General Partners for each Limited Partner individually or as attorneys-in-fact for all of them together.

(e) The foregoing Power of Attorney shall survive the delivery of an assignment by a Limited Partner of the whole or any portion of his interest; except that where the assignee thereof has been approved by the General Partners for admission to the Partnership as a substituted Limited Partner, the Power of Attorney shall survive the delivery of such assignment for the sole purpose of enabling the General Partners to execute, acknowledge and file any instrument necessary to effect such substitution.

(f) The foregoing Power of Attorney shall in no way cause a Limited Partner to be liable in any manner for the acts or omissions of a General Partner.

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