

is a false or erroneous statement in this Agreement; (vii) a time is fixed for dissolution of the Partnership or the return of contributions and such time has not been specified in this Agreement; (viii) the Partners desire to make a change to more accurately represent the agreement between them; and (ix) there is a change in any right to vote given by this Agreement to the Limited Partners on matters affecting the basic nature of the Partnership.

(d) Notwithstanding the foregoing, no amendments shall be made in this Agreement which, in the opinion, of counsel for the Partnership: (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.

(e) Amendments to this Agreement may be proposed by the General Partners or by a proposal in writing, signed by the owners of twenty percent (20%) or more of the then outstanding Limited Partnership Units, such proposal to be given to the General Partners and the Partnership at the addresses hereinbelow set forth.

(f) All amendments proposed pursuant to Section XX (e) hereinabove shall be submitted to the Partners in the following manner:

(1) Within 30 days of its proper proposal, notice of the proposed amendment, the text thereof, and a ballot shall be sent to each Partner, General and Limited, by certified mail, return receipt requested, at the addresses set forth below;

(2) The notice provided in Section XX (f) (1) above shall set forth the recommendation of the General Partners with respect to the passage or rejection of the proposed amendment and a brief explanation of the reasons therefore. The General Partners shall sign the notice to acknowledge their recommendation;

(3) The ballot supplied with the notice of the proposed amendment shall state that the vote of each Partner is due at the Offices of the Partnership, in writing, within 30 days of the date of the notice of proposed amendment (which shall be the date of the postmark of such notice) and shall provide that those Partners whose ballots are not received by said date shall be deemed to have voted in accordance with the recommendations of the General Partners.

(4) If the amendment is passed in accordance with the foregoing procedure, the General Partners are hereby expressly authorized to amend this Amended and Restated Agreement of Limited Partnership by use of the Power of Attorney contained in Section XV hereof.

XIX. Miscellaneous.

(a) 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.

(b) 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 twenty percent (20%) of the then outstanding Partnership capital interest.

(c) Any of the Partners may engage in or possess an interest in other business ventures of every nature and description, including those which may compete with the Partnership without any obligation to share any profits therefrom with the Partnership or the Partners.

(d) All notices under this original Certificate and Agreement shall be in writing, duly signed by the party giving such notice and transmitted by registered or certified mail addressed as follows:

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