

(d) Assignee Interest. In the event of the transfer of a Partner's interest other than as authorized in this paragraph 11, then such assignment, transfer, or ownership shall have the effect of an assignment, pursuant to South Carolina Code Section 33-41-740, as presently existing, and such assignee or owner shall obtain no rights in regard to the management, operation or continuance of this Partnership and shall merely hold title to said Partner's interest insofar as his rights exist to the profits, capital and losses that are derived from the operation of this Partnership. However, the interest of such person shall be governed by all of the provisions of paragraph 7 just as though such person were a Partner hereof.

(e) Breach of Assignment - Specific Performance. A Partner who disposes of his or its interest in the Partnership in a manner other than as allowed in this agreement, or who forces the Partnership to dissolve and terminate other than as provided in paragraph 14, shall have breached this agreement. If any person so required under this agreement fails to perform according to the terms hereof, including but not limited to a Partner who fails to make an offer of sale to the continuing Partners or fails to sell as required under this agreement, then any of the continuing Partners owning an interest in the Partnership may elect to institute and maintain a proceeding to compel the specific performance of this agreement by the one in default. In such event, all cost incurred, including attorneys' fees, in instituting such suit for specific performance may be recovered against the one in default.

(f) Indemnity. Unless otherwise agreed in writing, in the event that any Partner purchases all or a portion of the interest of another Partner pursuant to the provisions contained herein, then in such event the purchasing Partner shall, in proportion to the interest purchased, agree to