

(c) Default. If one or more Partners default in the obligations imposed by subparagraphs 7(a) or 7(b) above by failing to so contribute its or their share of such required additional funds within twenty (20) days after the written notice of such default, the non-defaulting Partners may elect either (1) to treat such nonpayment of funds as a demand debt to the Partnership bearing simple interest annually at the maximum lawful rate, but not to exceed four percent (4%) over the prime interest rate then in effect at Community Bank, Greenville, South Carolina, or (2) to purchase all of each defaulting Partner's interest in the Partnership for an amount equal at the time of default to ninety-five percent (95%) of the Partner's then existing capital account or at its then appraised net fair market value (said appraised "net fair market value" shall be obtained by a qualified MAI appraiser chosen by the nondefaulting Partner), whichever is the lesser, to be paid to the defaulting Partner within ninety (90) days of such default by a promissory note signed by each of the purchasing Partners, each to be liable thereon only to the extent of the Partner's pro rata share of the purchase price, said note to be payable in three (3) equal annual installments, without interest, the first payment of which shall become due in one year from the date of such default; and/or (3) to the extent allowable by law to hold the defaulting Partner or Partners liable for damages for breach of this agreement. The foregoing is understood and agreed to fully by each Partner, with the realization that the failure on the part of any Partner to comply with the Partner's share of the Partnership commitments shall unjustifiably and most probably cause irreparable harm to the other fellow Partners; provided, that such election of remedies by the non-defaulting Partners shall be made by a majority of such non-defaulting Partners voting their proportionate interests as set forth in paragraph 5, excluding the interest of the defaulting Partner or Partners; that notice of such election of remedies shall be furnished