

10. Assignability of Partner's Interest. The Limited Partners shall have the right to sell, give, devise or bequeath its interest as it sees fit. The General Partner shall not have the right to assign, encumber, pledge, hypothecate or otherwise alienate or sell its interest. In the event, however, either the Limited Partner or the General Partner desires to sell their interest in the Partnership to an outsider, they will first offer it to the other Partner at the price at which it can be sold to the outside party, and give the other Partner ninety (90) days to purchase it at that price, if it sees fit to do so. On its failure to purchase within ninety (90) days, the other party is free to sell its interest to an outsider if it so desires.

Provided further, however, that in the event of an assignment of a Partner's interest as contemplated hereinabove, such assignment being made without first obtaining the consent of all of the remaining Partners, then such assignment shall have the effect of an assignment pursuant to S. C. Code Section 52-120, as presently existing, and such assignee or assignees 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 its right to the profits, capital and losses that are derived from the operation of this Partnership.

11. Books and Records. There shall be maintained in the main office of the Partnership accurate and complete separate books of account not related to any of the other businesses of the General Partner, disclosing all of the transactions, assets and liabilities of the Partnership and Partnership business, all of which books shall be available at all reasonable times to the inspection and examination of all the Partners and their respective officers or agents. Any assignee of a Partner's interest shall have the same rights as a Partner with respect to the books of account of the Partnership.

4328 W-21

W 11 9 0