

9. Activities of Limited Partners. The Limited Partners shall take no part in the conduct or control of the Partnership business and shall have no right or authority to act for the Partnership in any way.

10. Power of Attorney. Each Limited Partner makes, constitutes and appoints each General Partner, with full power of substitution, his true and lawful attorney for him and in his name, place and stead and for his use and benefit, to sign, execute, certify, acknowledge, file and record this Agreement, and to sign, execute, certify, acknowledge, file and record this Agreement, and to sign, execute, certify, acknowledge, file and record all instruments amending this Agreement, as now or hereafter amended, that may be appropriate, including without limitation agreements or other instruments or documents (i) to reflect the exercise by the General Partner of any of the powers granted to it under this Agreement; (ii) to reflect any amendments duly made to the Agreement; (iii) to reflect the admission to the Partnership of a substituted Limited Partner, the admission of an additional Limited Partner, the admission of an individual general partner of substantial means (when in the opinion of either General Partner another individual general partner of substantial means should be admitted in order to protect the tax status of the Partnership), or the withdrawal of any Partner, in the manner prescribed in this Agreement; and (iv) which may be required of the Partnership or of the Partners by the laws of the State of South Carolina or any other jurisdiction or governmental agency. Each Limited Partner authorizes such attorney-in-fact to take any further action which such attorney-in-fact shall consider necessary or advisable in connection with any of the foregoing hereby giving such attorney-in-fact full power and authority to do and perform each and every act or thing whatsoever requisite or advisable to be done in and about the foregoing as fully as such Limited Partner might or could do if personally present, and hereby ratifying and confirming all that such attorney-in-fact shall do or cause to be done by virtue hereof.

The foregoing power of attorney is a special power of attorney coupled with an interest and is irrevocable; may be exercised by such attorney-in-fact by listing all of the Limited Partners executing any agreement, certificates, instruction or documents with the single signature of such attorney-in-fact acting as attorney-in-fact for all of them; and notwithstanding any provision of this Agreement to the contrary, shall survive the delivery of an assignment by a Limited Partner of the whole or a portion of his interest in the Partnership, until the assignee thereof becomes a substituted Limited Partner.

11. Withdrawal of Limited Partner.

A. If a Limited Partner wishes to withdraw from the Partnership he shall notify the General Partner in writing of his intention to withdraw. The remaining Partners shall have the right to purchase the interest of such withdrawing Partner in proportion to their respective Partnership interests or in such other proportions as to which they may agree. During the first five years of the Partnership the price shall be the total of the cash contribution to capital of such withdrawing partner. If a Limited Partner wishes to withdraw from the Partnership more than five years from the date hereof, the value of his partnership interest shall be appraised by an appraiser acceptable to the General Partners and the withdrawing partner. If the General Partners and the withdrawing partner are unable to agree upon an appraiser, each shall select an appraiser and the two appraisers selected shall select a third. In such case, the purchase price shall be the average of the three appraisals. The purchase price shall be payable in cash if any partner(s) elect to purchase such interest.

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