

not obtained a bona fide offer to purchase his interest as provided in subparagraph 11(a), may sell all or part of such interest at a mutually agreed price to the continuing Partners, provided that each continuing Partner shall have the right to purchase the same proportionate share of such interest as such Partner's percentage of Partnership interest bears to the total percentage interests of all continuing Partners.

(c) Withdrawal, Death, or Bankruptcy. The improper withdrawal or assignment of a Partner's interest, or the death, or bankruptcy of a Partner shall dissolve but not terminate the Partnership. The continuing, surviving, or other Partners shall have the right and hereby agree to continue and not terminate the Partnership venture as permitted by the Uniform Partnership Act of South Carolina, subject to all of the provisions of this agreement, and it is the intent of the Partners that if there remains only one continuing, surviving, or other Partner, the Partnership and the Partnership business shall still continue as provided hereinbelow.

(1) If a Partner dies then his executor, administrator, legatee(s), or heir(s) shall have an assignee's interest as prescribed in subparagraph 11(d) and such interest shall be subject to the provisions of paragraph 12.

(2) If a Partner shall become bankrupt, his or its representative shall have an assignee's interest as prescribed in subparagraph 11(d) and such interest shall be subject to the provisions of paragraph 13.

(3) If a Partner shall make an improper withdrawal or transfer of his interest, the Partner or the person or entity acquiring the Partner's interest shall have an assignee's interest as prescribed in subparagraph 11(d) and such former Partner shall be liable for breach of this agreement and shall continue liable for all Partnership liabilities accrued or impending upon such withdrawal or transfer date.