

(d) In the event any part of the net assets distributed hereunder consist of notes receivable or non-cash assets, the cash shall be distributed first, in order of priority indicated above, and such notes and non-cash assets shall be distributed last.

(e) No partner shall have any claim or recourse against any other partner in the event the assets of the partnership are insufficient to repay all sums advanced.

(f) In the event that upon dissolution, the assets of the partnership are insufficient to pay and discharge all obligations and liabilities of the partnership to persons other than a partner, each partner shall contribute to the partnership a percentage of the aggregate amount required by the partnership to pay and discharge in full in cash, all of such obligations and liabilities to the partnership equal to his interest in the profits and losses in the partnership.

ARTICLE XVI.

TERMS OF LEASES AND OTHER TRANSACTIONS

The partnership shall have the power to enter into leases, loan arrangements and any and all other business and legal transactions for a period of years extending beyond December 31, 2050, and dissolution of the partnership for any reason will not shorten the term of any such lease or transaction entered into by or on behalf of the partnership.

ARTICLE XVII.

GOVERNING LAW

This general partnership is formed under the laws of the State of South Carolina, and it is the intent of the parties

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