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GREENVILLE CO. S. C.

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DONNIE S. TANKERSLEY
R.M.C.

THE WORTHY GROUP

CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

THIS AGREEMENT dated February 1, 1974, by and among STERLING CAPITAL, LTD., a South Carolina corporation, and BRAXTON M. CUTCHIN, III, General Partners (hereinafter collectively referred to as General Partner), and the undersigned Limited Partners.

WHEREAS, the Limited Partners desire to participate with the General Partner in the Limited Partnership formed by this Agreement and for the purposes herein set forth,

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the General Partner and the Limited Partners hereby agree to form a Limited Partnership (hereinafter referred to as the "Partnership") on the following terms and conditions:

1. Creation of Partnership. A Limited Partnership under the laws of the State of South Carolina is hereby created between and among the undersigned. Sterling Capital, Ltd., and Braxton M. Cutchin, III, shall be the General Partners and the undersigned shall be Limited Partners.
2. Name and Principal Office. The Partnership shall be conducted under the name of The Worthy Group and its principal office shall be at Terrace Shopping Center, Post Office Box 8931, Greenville, South Carolina 29604. The Partnership may also do business under any other names or in such other places as the General Partner may deem appropriate.
3. Purpose. The purpose of the Partnership shall be to acquire real or personal property, including, but not limited to, debt and equity interests in any partnership or joint venture, for the purposes of financing, constructing, improving, managing, selling, leasing, mortgaging, exchanging or otherwise disposing of or dealing in or with such real and personal property.
4. Term. The term of the Partnership shall be from the year and date first above written until February 1, 2024, unless extended or sooner dissolved and terminated in accordance with the provisions of this Agreement.
5. Capital Contributions. Each General Partner has made no capital contribution and has unlimited liability for all debts of the Partnership pursuant to the Uniform Limited Partnership Act of South Carolina. Each Limited Partner has contributed \$5,000.00 to the Partnership upon the execution hereof.
6. Name and Address of Partners. The name and address of each Partner is set forth on the execution page of this Agreement.

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