

STATE OF SOUTH CAROLINA)
) MEMORANDUM OF PARTNERSHIP AGREEMENT
 COUNTY OF GREENVILLE)

This Memorandum of Partnership Agreement made and entered into this
14th day of August, 1975, by and among T. C. Threatt, C. R. Maxwell,
 M. P. Norungolo, A. G. Hart, Jr., and Cecil L. Duffie, all of Greenville, South
 Carolina.

On January 4, 1974, the parties hereto formed a partnership under the name
 of Conestee Park, which includes among its assets the following described property:

All that certain piece, parcel or lot of land, with all improve-
 ments thereon, or hereafter constructed thereon, situate, lying and
 being in the State of South Carolina, County of Greenville, being
 shown as a tract containing 8.83 acres according to a plat entitled
 "Survey for Conestee Park, A Partnership" made by Piedmont
 Engineers - Architects on January 4, 1974, and recorded in the RMC
 Office for Greenville County in Plat Book 5-E at Page 48. According
 to said plat, the property is more fully described as follows:

Beginning at an iron pin on Parkins Mill Road at the joint front
 corner of tract described herewith and Sasso tract and running thence
 with Parkins Mill Road the following courses and distances: S. 88-18
 W. 196.1 ft.; N. 84-56 W. 200.0 ft.; N. 78-39 W. 249.3 ft.; N. 73-21
 W. 95.1 ft.; N. 70-46 W. 103.9 ft. to an iron pin at corner of Stevens
 Property; thence with Stevens line N. 44-50 E. 150.0 ft. to an iron
 pin; thence continuing with Stevens line N. 68-00 W. 70.12 ft. to an
 iron pin at corner of Young Property; thence with line of Young Prop-
 erty N. 44-49 E. 479.75 ft. to an iron pin at corner of Doddenhoff
 Property; thence with Doddenhoff line S. 68-29 E. 413.9 ft. to an iron
 pin; thence continuing S. 68-30 E. 256.0 ft. to an iron pin at corner of
 Sasso Property; thence with Sasso line S. 26-23 W. 390.2 ft. to an iron
 pin, the point of beginning.

The property described herein is recorded in Deed Book 991 at
 Page 785.

Under the terms of said Partnership Agreement, M. P. Norungolo and A. G.
 Hart, Jr. are named as the Managing Partners to have full charge of the partnership
 business in all respects and all matters. Furthermore, under the terms of said
 Partnership Agreement, it is provided that any deed, bill of sale, note, mortgage,
 security agreement, lease, contract, or other commitment purporting to convey or
 encumber the interest of the partnership in all or any portion of any real or personal
 property at any time held in its name, shall be signed by all of the partners on behalf
 of the partnership.