

S.C.
 '81
 WILEY
 PARTNERSHIP AGREEMENT
 C & R PROPERTIES, A GENERAL PARTNERSHIP

AGREEMENT executed this 20th day of April, 1981,
 by James H. Cassidy and William F. Robertson, III, individually called
 "partner" and collectively called "partners."

ARTICLE I

NAME, PURPOSE AND LOCATION

1.1 The firm name of the partnership is C & R Properties,
 a general partnership.

1.2 The principal purpose of the partnership shall be
 to acquire, own, develop, and manage income-producing properties, either
 alone or in conjunction with other persons, firms or corporations for
 investment purposes. Such properties shall be located within the terri-
 torial limits of the United States of America.

The partnership is authorized to acquire fee, leasehold,
 and equitable interest in income-producing properties and non-income producing
 properties, providing the non-income producing properties are purchased for
 development so as to become income-producing properties; mortgages, consti-
 tuting first liens on properties and first deeds of trust similarly secured,
 but no other kinds of mortgages or deeds of trust; and to sell, exchange,
 or otherwise deal with such properties as in the best interest of the partner-
 ship and as is not inconsistent with specific provisions of this Agreement
 limiting the same.

The partnership might also engage in the general business
 activities related to or incidental to the specific purpose set forth above.

1.3 The offices of the firm shall be in Greenville,
 South Carolina, and in such other places as the partners may agree.

ARTICLE II

DURATION

2.1 The partnership commenced on April 20, 1981, and
 shall continue until dissolved as provided herein.

ARTICLE III

POWERS AND DUTIES OF GENERAL PARTNERS

3.1 General partners shall have the full and complete
 charge of all cares of the partnership and the management and control of the
 business of the partnership shall rest exclusively with the general partners
 subject to the terms and conditions of this Agreement. The general partners,
 collectively, shall have the right, power and authority granted to the general
 partner hereunder or by law, or by both, to obligate and bind the partnership
 and, on behalf and in the name of the partnership, to take such actions as the
 general partners deem necessary or advisable, including without limitation,
 making, executing, and delivering construction, loan, purchase, management,
 or other agreements; leases, assignments, deeds, and other transfers of

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