

(b) Restrictions. Without the consent of a majority of all of the Partners, no Partner shall on behalf of the Partnership endorse any note, or act as an accommodation party, or otherwise become surety for any person, corporation, association, or other entity. Without the consent of a majority of all of the Partners, no Partner shall on behalf of the Partnership borrow or lend money, or make, deliver, or accept any commercial paper, or execute any mortgage, security agreement, bond, or lease, or purchase or contract to purchase, or sell or contract to sell any property for or of the Partnership, other than the type of property bought and sold in the regular course of its affairs. Except as otherwise clearly provided in the agreement, no Partner shall assign, mortgage, grant a security interest in, or sell the Partner's share in the Partnership or in its capital assets or property, or enter into any agreement as a result of which any person shall become interested with the Partner in the Partnership.

(c) Memorandum of Agreement. Title to all property of the Partnership, including notes and mortgages and leases, and all contracts to buy or sell, and transfers and conveyances of such property, whether real or personal property, shall be in the name of the Partnership. It is anticipated that certain deeds, notes, mortgages, leases, easements, contracts and other instruments may be necessary at some time in the future for the carrying on of the affairs of the Partnership.. Such person or persons as may be designated by a majority of all of the Partners shall manage and conduct the business and affairs of the Partnership. Such person or persons so designated in writing by a majority of all of the Partners may execute any and all instruments in the name of and on behalf of the Partnership. If such a written designation is made, a Memorandum of Agreement of Partnership to that effect, executed by a majority of all of the Partners, shall be filed in the R.M.C. Office of Greenville County and in any other appropriate counties, and all of the Partners, their heirs,