

tree; thence S. 14-07 W. 1,360.9 feet to an iron pin; thence S. 35-00 E. 67.8 feet to a point in the center of Oakway Lake Road; thence with the center of said road as line the following courses and distances: S. 48-39 W. 100 feet; S. 55-35 W. 100 feet; S. 66-09 W. 162.9 feet; S. 78-53 W. 171.35 feet; S. 81-52 W. 261.2 feet; thence leaving said road and running along the line of Property of Ellie H. Freeman N. 2-25 W. 354.7 feet to an iron pin; thence N. 86-44 W. 888.4 feet to a stone; thence S. 13-38 W. 463.9 feet to a point in the center of Roper Mountain Road; thence with the said road as line N. 65-44 W. 258.85 feet to a point; thence continuing with the center of road as line N. 65-36 W. 372.0 feet to the point of beginning.

(2) Principal Place of Business. The principal place of business of the partnership shall be in Greenville, South Carolina. The partnership shall continue until terminated as set forth in the Partnership Agreement dated December 17, 1971, by and between the parties hereto, which Agreement is incorporated herein by reference.

(3) Management, Duties and Restrictions.

a) The decisions of C. R. Maxwell and T. C. Threatt (hereinafter sometimes called the managing partners) shall be controlling with respect to the management, conduct and operation of the partnership business in all respects and in all matters, including but not limited to, full power to sell and convey the property or any parts thereof on such terms as they may determine, to lease the property or any parts thereof on such terms and for such periods as they may determine, to lease the property or any parts thereof on such terms and for such periods as they may determine, to mortgage the property, whether such mortgage be a first or second mortgage lien, to make any agreements modifying any such lease or mortgage, and to borrow or lend money on behalf of the partnership. In the event C. R. Maxwell and T. C. Threatt shall be unable to agree on any matter in connection with the aforesaid management and control of the said property and business, or if either shall be incapable of acting, then the consent of a majority of all the partnership shall be controlling with respect to the management.

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