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STATE OF SOUTH CAROLINA COUNTY OF GREENVILLE

AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, the undersigned, herein called "Debtor" is justly and truly indebted to Billy J. Kennedy, as Trustee for the Tracy Jean Dabney Trust and as Trustee for the Laura Reeves Dabney Trust, by virtue of that certain promissory note given by L. Reeves Dabney, dated April 22, 1981 to Billy J. Kennedy, as Trustee for the Tracy Jean Dabney Trust, in the original principal sum of Twenty Thousand (\$20,000.00) Dollars and that certain promissory note given by L. Reeves Dabney dated April 15, 1981 to Billy J. Kennedy, as Trustee for the Laura Reeves Dabney Trust, in the original principal sum of Twenty Thousand (\$20,000.00) Dollars, and

WHEREAS, Billy J. Kennedy has required, as collateral for said note, that the undersigned conditionally assign and pledge his interest in a general partnership created in accordance with the laws of the State of South Carolina doing business under the name of D & L Properties.

NOW, THEREFORE, in consideration of the premises and in order to comply with the requirement of Billy J. Kennedy, the Debtor does hereby grant, bargain, sell, convey, assign, transfer and set over unto Billy J. Kennedy, as Trustee for the Tracy Jean Dabney Trust and as Trustee for the Laura Reeves Dabney Trust, his heirs and assigns, all of the interest of the Debtor in and to that certain general partnership created in accordance with the laws of the State of South Carolina known as D & L Properties created by written Articles of General Partnership, dated January 26, 1978, subject to, however, and in accordance with the following terms and conditions:

 This assignment and pledge shall become null and void of and when the note shall be paid in full, together with principal, interest and agreed charges.

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