property to L. H. Tankersley by deed dated October 19, 1970 and recorded in the R.M.C. Office for Green-ville County, South Carolina, in Deed Book 901 at page 552.

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 10, 1970 by and between the parties hereto, which Agreement is incorporated herein by reference.

## (3) Management, Duties and Restrictions.

a. The decisions of William R. Wyatt and R. B. Landers (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 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 William R. Wyatt and R. B. Landers 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,