

Mail - Livingston + Hassenfelt
1520 Wachovia Building
P.O. Box 1019 - Durham, NC 27402



CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP

F & G LIMITED PARTNERSHIP

45

THIS CERTIFICATE AND AGREEMENT OF LIMITED PARTNERSHIP, made and entered into as of the 10th day of November, 1982, by and between FRANKLIN D. CRAVEN, JR., as General Partner, and SUSAN C. CRAVEN, SHANNON L. CRAVEN, CRAVEN REALTY COMPANY, E. R. BRANDE & W. D. SMITH, TRUSTEES U/T/A dated October 30, 1975, F/B/O FRANKLIN D. CRAVEN, JR., E. R. BRANDE & W. D. SMITH, TRUSTEES, U/T/A dated October 30, 1975, F/B/O SUSAN C. CRAVEN, E. R. BRANDE & W. D. SMITH, TRUSTEES U/T/A dated October 30, 1975, F/B/O SHANNON L. CRAVEN, E. R. BRANDE & W. D. SMITH, TRUSTEES U/T/A dated October 30, 1975, F/B/O SYNTHIA L. CRAVEN, and E. R. BRANDE & W. D. SMITH, TRUSTEES U/T/A dated October 30, 1975, F/B/O SANDRA LORAINNE CRAVEN, as Limited Partners.

Article I

Definitions

Section 1.1 "General Partner" shall refer to Franklin D. Craven, Jr. or to a successor to him in such capacity.

Section 1.2 "Limited Partner" shall refer to the original Limited Partners and to any other persons, partnerships, corporations or trusts admitted to the Partnership as Substitute Limited Partners.

Section 1.3 "Partners" shall refer collectively to the General Partner and to the Limited Partners, and a reference to a "Partner" shall be to any one of the Partners.

Section 1.4 "Substitute Limited Partner" shall mean an assignee of the Partnership interest of a Limited Partner who has been admitted to the Partnership and granted all the rights of a Limited Partner in place of his assignor pursuant to the provisions of this Agreement. A Substitute Limited Partner, upon his admission as such, shall replace and succeed to the rights, privileges and liabilities of the Limited Partner from whom he acquired his Partnership Interest, to the extent of the Partnership Interest assigned.

Article II

Formation

Section 2.1 Formation. The Partners do hereby form a limited partnership pursuant to the Uniform Limited Partnership Act of North Carolina. Promptly upon the execution hereof, the General Partner and the Limited Partner shall execute or cause to be executed on behalf of the Partnership a Certificate of Limited Partnership, as required by the Uniform Limited Partnership Act of North Carolina, and shall do or cause to be done all such filing, recording or other acts as may be necessary or appropriate from time to time to comply with the requirements of law for the formation and operation of a limited partnership in the State of North Carolina. All costs incurred by the Partners in connection with the foregoing shall be reimbursed promptly by the Partnership upon the completion of such action.

BOOK 1378P 1103

Section 2.2 Name. The name of the Partnership shall be "F & G Limited Partnership."

Section 2.3 Purpose. The purpose of the Partnership is to engage in real estate investment activity and, subject to the terms hereof, to engage in any other activity or business that may be carried on by a limited partnership organized and operating under the laws of the State of North Carolina.

Section 2.4 Office and Principal Place of Business. The office and principal place of business of the Partnership shall be maintained at 800 Lynn Dee Drive, Winston-Salem, North Carolina or such other place in the State of North Carolina as the General Partner shall designate.

Section 2.5 Commencement and Term. The Partnership shall commence upon the filing of the Certificate of Limited Partnership in the Office of the Register of Deeds of Forsyth County, North Carolina as required by Section 2.1 hereof and shall continue through the year 2010 unless sooner terminated or dissolved as provided herein or extended by agreement of all of the Partners.

Article III

Capital Contributions and Assumption of Liabilities

Section 3.1 Capital Contribution of General Partner. Promptly after commencement of the Partnership, the General Partner shall transfer and assign to the Partnership, as his capital contribution One Thousand Three Hundred Dollars (\$1,300).

Section 3.2 Capital Contribution of Limited Partners. Promptly after commencement of the Partnership, the Limited Partners shall transfer and assign to the Partnership, as their capital contributions the following:

Susan C. Craven	\$ 9,750
Shannon L. Craven	\$ 9,750
Craven Realty Company	\$39,000
Ora H. Craven	\$ 5,200
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Franklin D. Craven, Jr.	\$13,000
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Susan C. Craven	\$13,000
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Shannon L. Craven	\$13,000
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Synthia L. Craven	\$13,000

E. R. Brande & W. D. Smith, Trustees,
U/T/A dated October 30, 1975, F/B/O
Sandra L. Craven

\$13,000

Section 3.3 Liability of Limited Partners. The liability of the Limited Partners shall be limited to the amount of their capital contribution. The Limited Partner shall not have any further liability to contribute money or property to or in respect of the liabilities or the obligations of the Partnership.

Section 3.4 Partners' Accounts and Withdrawals. An individual capital account shall be maintained for each Partner to represent the respective Partnership interests of the Partners. The initial capital contribution of each Partner and subsequent contributions, profits, distributions, withdrawals or losses, as the case may be, shall be entered in such capital accounts. No time has been agreed upon when the contribution of the Limited Partner is to be returned. No Partner shall be entitled to withdraw any part of his capital account or to receive any distribution except as provided herein.

Section 3.5 Percentages of Interest. The General Partner and the Limited Partners shall have the following percentages of interest in the Partnership:

Franklin D. Craven, Jr.	1.0%
Susan C. Craven	7.5%
Shannon L. Craven	7.5%
Craven Realty Company	30.0%
Ora H. Craven	4.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Franklin D. Craven, Jr.	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Susan C. Craven	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Shannon L. Craven	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Synthia L. Craven	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Sandra L. Craven	10.0%

Section 3.6 No Interest on Capital. No Partner shall be entitled to receive any interest on his contribution to the capital of the Partnership.

Article IV

Management of the Partnership

Section 4.1 General Authority and Power of General Partner. Except as otherwise provided herein, the General Partner shall have complete authority over and the exclusive control and management of the business and affairs of the Partnership, and, without limiting the generality of the foregoing, shall have the right to make without prior consent of the Limited Partners all determinations on behalf of the Partnership with respect to its assets. In exercising his authority hereunder, the General Partner shall have the right, as and when he shall deem necessary or appropriate, on behalf of the Partnership, to employ or retain from time to time, on such terms and for such compensation as he may in his discretion determine, such persons, firms or corporations as the General Partner may deem advisable, including without limitation attorneys, accountants and consultants.

Section 4.2 Restrictions on Authority of General Partner. Without the consent of all of the Limited Partners, the General Partner shall not have power or authority to:

(a) Do any act in contravention of this Agreement or of the Certificate of Limited Partnership.

(b) Do any act which would make it impossible to carry on the ordinary business of the Partnership;

(c) Confess a judgment against the Partnership;

(d) Possess Partnership property or assign Partnership rights in Partnership Property for other than a Partnership purpose;

(e) Admit an additional or substitute General Partner, except as provided in this Agreement;

(f) Admit an additional Limited Partner, except as provided in this Agreement;

(g) Amend this Agreement; and

(h) Change or reorganize the Partnership into any other legal form.

Section 4.3 Time Devoted by General Partner. The General Partner shall devote to the affairs of the Partnership such time as he, in his sole discretion shall deem necessary.

Section 4.4 No Management by Limited Partners. The Limited Partners shall not take part in, or at any time interfere in any manner with, the management, conduct or control of the Partnership's business and operations and shall have no right or authority to act for or by the Partnership in any manner whatsoever. Any attempt by the Limited Partners to participate in the control of the Partnership in a manner contrary to the Uniform Limited Partnership Act of North Carolina shall be null and void and without force and effect.

Section 4.5 Other Business of Partners. Any Partner may engage independently or with others in other business ventures of

every nature and description, including, without limitation, the making or management of other investments. Neither the Partnership nor any Partner shall have any right by virtue of this Agreement or the Partnership relationship created hereby to any interest in such other ventures or activities or to the income or proceeds derived therefrom, and the pursuit of such ventures, even if competitive with the business of the Partnership, shall not be deemed wrongful or improper.

Article V

Allocation of Benefits

Section 5.1 Allocation of Income, Losses and Cash Flow.
Income, losses and cash flow shall be allocated as follows:

Franklin D. Craven, Jr.	1.0%
Susan C. Craven	7.5%
Shannon L. Craven	7.5%
Craven Realty Company	30.0%
Ora H. Craven	4.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Franklin D. Craven, Jr.	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Susan C. Craven	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Shannon L. Craven	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Synthia L. Craven	10.0%
E. R. Brande & W. D. Smith, Trustees, U/T/A dated October 30, 1975, F/B/O Sandra L. Craven	10.0%

If Substitute Limited Partners are admitted to the Partnership, the aggregate share of income, losses and cash flow which is allocable to the Limited Partners shall be apportioned among all of them in accordance with their respective interests in the Partnership.

Section 5.2 Distribution of Cash Flow. The General Partner shall cause the cash flow of the Partnership, as hereinafter defined, to be distributed no less frequently than within seventy-five (75) days after the end of each fiscal year of the Partnership. For purposes hereof, the term "cash flow" shall mean the gross receipts received by the Partnership from the holding and, if applicable, the operation of its assets, after payment of all operating expenses and loan amortizations and the establishment of reasonable reserves, including but not limited to reserves for working capital.

Article VI

Compensation of General Partner

Section 6.1 Management Fee. The General Partner shall receive reasonable compensation for services rendered by him to the Partnership.

Section 6.2 Reimbursement for Expenses. The General Partner is authorized to incur reasonable expenses in connection with the business of the Partnership and the Partnership shall promptly pay or reimburse the General Partner for all such expenses.

Article VII

Termination and Dissolution of the Partnership

Section 7.1 No Termination by Certain Acts of Limited Partner. Neither the death, transfer of interest, bankruptcy, insolvency or legal incompetency of either a Limited Partner or any Substitute Limited Partner shall result in the termination or dissolution of the Partnership or effect its continuance in any manner whatsoever.

Section 7.2 Termination of the Partnership. The Partnership shall be terminated upon the happening of the following events, whichever shall first occur:

(a) The withdrawal, death or retirement of the General Partner from the Partnership, the attachment by the General Partner's creditors of his Partnership interest, the adjudication of the General Partner as a bankrupt, or the occurrence of any other event or circumstance, the legal effect of which is to cause a termination of the General Partner's capacity to function as the General Partner; provided, however, that if the General Partner ceases to function as a General Partner, a majority in interest of the Limited Partners (including any Substituted Limited Partners), may elect to continue the Partnership and shall designate another General Partner and allocate from their respective interests such share of the Partnership as the Limited Partners shall agree upon. Any person designated as an additional or successor General Partner under the provisions of this Section shall become a General Partner upon his or its written acceptance of the duties of a General Partner and adoption of all the terms and provisions of this Agreement.

(b) Upon the written agreement of all Partners;

(c) The expiration of the term of the Partnership as provided in Section 2.5 hereof;

(d) The sale of all or substantially all of the assets of the Partnership;

(e) The occurrence of any event which, under the North Carolina Uniform Limited Partnership Act or any

other law, causes the dissolution or termination of a limited partnership, other than as modified herein.

Section 7.3 Dissolution and Final Liquidation.

(a) Upon any termination of the Partnership, the Partnership will be dissolved, and its affairs shall be wound up as soon as practicable thereafter by the General Partner, or if for any reason there is no General Partner, by another person designated by a majority in number of the then Limited Partners.

(b) Upon any such termination and dissolution of the Partnership, the net assets, if any, of the Partnership available for distribution, and any cash proceeds from the liquidation of any such assets shall be applied and distributed in the following manner or order, to the extent available:

(i) to the payment of or provision for all debts, liabilities, and obligations of the Partnership to any person other than the Limited Partners on account of capital contribution and the General Partner, and the expenses of liquidation;

(ii) to the payment of the capital accounts of the Limited Partners;

(iii) to the payment of all debts and liabilities to the General Partner, except those on account of capital contributions;

(iv) to the payment of the capital account of the General Partner;

(v) between the Limited Partners and the General Partner in accordance with their respective interests in the Partnership, as described in Section 3.5 hereof.

Section 7.4 Payment in Cash or in Kind. Any payments made to a Partner pursuant to Section 7.3 hereof may be made in cash or in property, tangible or intangible, or partially in cash and partially in such property in the discretion of the General Partner; provided, that the Limited Partners have no right to receive other than cash in return for their contribution.

Article VIII

Transfer of Partners' Interest

Section 8.1 Transfers to Family Members. Without the consent of any Partner, any Limited Partner that is not a Corporation may freely transfer all of his Partnership interest, or any portion thereof, to a member of his immediate family or to a member of his family acting as trustee or custodian in a fiduciary capacity for a member of such Partner's immediate family. For the purposes of this Section, "immediate family" shall be defined as such Limited Partner's descendants, brothers or sisters, and parents or grandparents; provided that no Limited Partner shall make any transfer which would result in a

termination of the Partnership for tax purposes pursuant to Section 708(b) of the Internal Revenue Code without the consent of all Partners.

Section 8.2 General Partner--Restriction on Transfer. Without the consent of all of the Limited Partners, the General Partner shall not transfer or assign his interest in the Partnership as General Partner.

Section 8.3 Limited Partner--Restriction on Transfer. Without the prior written consent of the General Partner, neither the Limited Partners nor any Substitute Limited Partners shall withdraw or retire from the Partnership or sell, assign, transfer, give, donate, pledge or otherwise encumber or dispose of their interest in the Partnership, either in whole or in part, except as hereinafter permitted:

(a) If any Limited Partner shall receive a bona fide written offer to purchase his entire interest in the Partnership, which offer he desires to accept (said offeree hereinafter referred to as the "Selling Limited Partner"), he may transfer his interest to the bona fide offeror only if he complies with the provisions of this Section 8.3.

(b) Within ten (10) days after receiving a bona fide offer, which he desires to accept, the Selling Limited Partner shall give to the other Limited Partners and to the General Partner written notice of his intention to make a disposition of his interest. Such notice shall contain the name and address of the prospective purchaser and attached thereto shall be a copy of the bona fide offer. For a period of thirty (30) days after receipt by the General Partner of such notification that the Selling Limited Partner desires to dispose of his interest, the General Partner shall have the option, exercisable by notice in writing to the Selling Limited Partner, to purchase his entire interest in the Partnership under the terms hereinafter provided.

(c) If the entire Partnership interest of the Selling Limited Partner is not purchased by the General Partner in accordance with the provisions of paragraph (b) above, then such Selling Limited Partner shall give written notice to each of the other Limited Partners that his interest was not purchased by the General Partner and that such interest is subject to an option on the part of each of the other Limited Partners to purchase a pro-rata proportion thereof. Such options shall be exercisable by the other Limited Partners within thirty (30) days of the date of receipt of the notification of such option. If any Limited Partner first entitled thereto does not elect to exercise his option within the time provided, then the Selling Limited Partner shall give written notice to each of the other Limited Partners that they have an option to purchase in pro-rata shares the interest in the Partnership to which the first entitled Limited Partners would have been entitled. Such options shall be exercised by giving notice to the Selling Limited

Partner within ten (10) days from receipt of notice thereof.

(d) The purchase price and terms of settlement for purchases pursuant to the options granted herein shall be the same price and terms that were offered by the bona fide offeror for the Limited Partnership interest of the Selling Limited Partner.

(e) If the General Partner and the other Limited Partners do not elect to purchase the entire Limited Partnership interest of the Selling Limited Partner pursuant to the options granted herein, no election to purchase a portion of such interest shall be effective and the Selling Limited Partner shall have the right to sell his entire interest, but not less than his entire interest, to the offeror named in the notice given pursuant to the terms of this Section 8.3, on the terms set forth in said bona fide offer, provided that such sale shall be consummated and the interest transferred to the offeror within thirty (30) days after expiration of such options. If the Selling Limited Partner's interest is not transferred in accordance with this section, such interest shall continue to be subject to all of the restrictions of this Agreement.

Section 8.4 Death of a Limited Partner. Upon the death of a Limited Partner, his interest in the Partnership shall pass in accordance with his Last Will and Testament or by the laws of the intestate's succession, as the case may be.

Section 8.5 Substitute Limited Partner--Conditions to Fulfill. No assignee or transferee of a Limited Partner's interest in the Partnership shall have the right to become a Substitute Limited Partner until he accepts and adopts in writing all of the provisions of this Agreement and agrees to be bound hereby, and except as provided herein obtains the written consent of the General Partner and all of the Limited Partners.

Section 8.6 Conditions Precedent to Transfer of Limited Partnership Interest. No transfer of a Limited Partnership interest shall be made if such transfer constitutes a violation of applicable state or federal securities' laws. The Partnership may require, as a condition precedent to the transfer of a Partnership interest, delivery to the Partnership, at the proposed transferor's expense, of an opinion of counsel satisfactory (both as to the counsel and substance of the opinion) to the General Partner that the transfer will not violate the foregoing restriction.

Article IX

Fiscal Year, Records, Bank Accounts, & Income Tax Returns

Section 9.1 Fiscal Year and Accounting Methods. The Partnership's fiscal year shall end on December 31, and the books of the Partnership shall be kept in accordance with the cash method of accounting as used for Federal income tax purposes with appropriate adjustments resulting from the execution of this Agreement.

Section 9.2 Records. The General Partner shall maintain or cause to be maintained complete and accurate records of all transactions of the Partnership. Such records shall, at all time, be kept in the principal office of the Partnership and during regular business hours shall be open for the inspection and examination and the making of copies by the Partners or their authorized representatives.

Section 9.3 Bank Accounts. The cash capital contributions of the Partners and other funds of the Partnership shall be deposited in a bank account or accounts which shall be specially opened and separately maintained by the General Partner and shall not be co-mingled with other funds of the General Partner or interested persons. The signature of the General Partner or his duly appointed designee shall be required for all withdrawals from any such accounts.

Section 9.4 Income Tax Returns. With respect to the preparation of Federal income tax returns of the Partnership, the General Partner shall make such elections or determinations as may be available, including, without limitation, elections with respect to the expense or capitalization of improvements and with respect to the useful life and depreciation rights or cost recovery allowances of the assets of the Partnership, as they deem appropriate; provided, however, that in a distribution of property made in the manner provided in Section 734 of the Internal Revenue Code or in the case of a transfer of any interest in the Partnership permitted by this Agreement made in the manner provided in Section 743 of the Internal Revenue Code, the General Partner, at the request of the transferee, successor in interest or assignee, on behalf of the Partnership, shall file an election under Section 754 of the Code in accordance with procedures set forth in the applicable Treasury Regulations. Not later than five (5) days prior to the due date for the filing of any applicable income tax returns of the Partnership or any duly authorized extensions thereof, the General Partner shall sign, file or cause to be filed all applicable Partnership tax returns. The General Partner shall cause a statement to be sent to each Partner each year which shall include all necessary tax reporting information required by the Partners for preparation of their respective income tax returns.

Article X

Miscellaneous

Section 10.1 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the personal representatives, heirs, successors and assigns of the parties hereto, as the case may be.

Section 10.2 Notices. Notice given pursuant to this Agreement shall be deemed to have been duly given when delivered personally or when mailed by registered or certified mail, return receipt requested, addressed to the parties at their last-known addresses.

Section 10.3 Additional Definitions. Throughout the Agreement the masculine gender shall be deemed to include the feminine and the feminine, the masculine, the singular the plural and the

plural, the singular. The article and paragraph headings are for the convenience of reference only and shall not be considered terms of the Agreement.

Section 10.4 Entire Agreement. This Agreement contains the sole and entire Agreement and understanding of the parties with respect to the entire subject matter hereof. Any and all prior discussions, negotiations, commitments and understandings relating thereto are hereby merged herein. This Agreement may be amended only upon the written agreement of all of the Partners and cannot be changed, modified or terminated orally.

Section 10.5 Interpretation. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina. Any matter not specifically covered by a provision of this Agreement shall be governed by the applicable provisions of the Uniform Limited Partnership Act of North Carolina.

IN WITNESS WHEREOF, the undersigned have executed this Limited Partnership Agreement as of the day and year first-above written.

GENERAL PARTNER

Franklin D. Craven, Jr. (Seal)
Franklin D. Craven, Jr.
800 Lynn Dee Drive
Winston-Salem, NC 27106

LIMITED PARTNERS

Ora H. Craven (Seal)
Ora H. Craven
2202 Lafayette Avenue
Greensboro, NC 27408

Franklin D. Craven, Jr.
Franklin D. Craven, Jr. - Pres.
Craven Realty Company
P. O. Box 17025
Winston-Salem, NC 27116-7025

(Corporate Seal)

ATTEST:

Z. D. Craven
Secretary

E. R. Brande, Trustee (Seal)

W. D. Smith, Trustee (Seal)

E. R. Brande & W. D. Smith, Trustees
U/T/A dated May 30, 1982, F/B/O
Susan C. Craven
1366 Seminole Drive
Greensboro, NC 27408

E. R. Brande, Trustee (Seal)

W. D. Smith, Trustee (Seal)

E. R. Brande & W. D. Smith, Trustees
U/T/A dated May 30, 1982, F/B/O
Franklin D. Craven, Jr.
1366 Seminole Drive
Greensboro, NC 27408

E. R. Brande, Trustee (Seal)

W. D. Smith, Trustee (Seal)

E. R. Brande & W. D. Smith, Trustees
U/T/A dated May 30, 1982, F/B/O
Shannon L. Craven
1366 Seminole Drive
Greensboro, NC 27408

E. R. Brande, Trustee (Seal)

W. D. Smith, Trustee (Seal)

E. R. Brande & W. D. Smith, Trustees
U/T/A dated May 30, 1982, F/B/O
Synthia L. Craven
1366 Seminole Drive
Greensboro, NC 27408

E. R. Brande, Trustee (Seal)

W. D. Smith, Trustee (Seal)

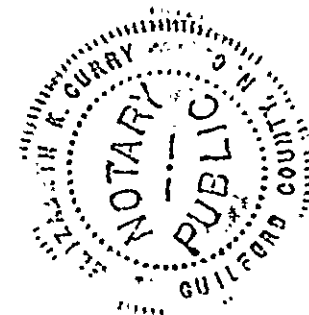
E. R. Brande & W. D. Smith, Trustees
U/T/A dated May 30, 1982, F/B/O
Sandra L. Craven
1366 Seminole Drive
Greensboro, NC 27408

Susan C. Craven (Seal)

Susan C. Craven
6400 SW, 20th Avenue
Apt. No. 5
Gainesville, Fl 32607

Shannon L. Craven (Seal)

Shannon L. Craven
2640 Clear Cove Lane
Orlando, FL 32805



NORTH CAROLINA
GUILFORD COUNTY

I, ELIZABETH K. CURRY, a Notary Public, do hereby certify that F. Duval Craven personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 9th day of Nov, 1982.

Elizabeth K. Curry
Notary Public

My Commission Expires:

May 3, 1987

NORTH CAROLINA
GUILFORD COUNTY

I, Lila Cristine Tunstall, a Notary Public, do hereby certify that Franklin D. Craven, Jr. personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 10th day of November, 1982.

Lila Cristine Tunstall
Notary Public

My Commission Expires:

5-18-86

Lila Cristine Tunstall
NOTARY PUBLIC
GUILFORD COUNTY, N. C.
COMM. EXPIRES 5-18-86

NORTH CAROLINA
GUILFORD COUNTY

I, Lila Cristine Tunstall, a Notary Public, do hereby certify that Ora H. Craven personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 10th day of November, 1982.

My Commission Expires:

May 18, 1986

Lila Cristine Tunstall
Notary Public
Lila Cristine Tunstall
NOTARY PUBLIC
GUILFORD COUNTY, N. C.
COMM. EXPIRES 5-18-86

NORTH CAROLINA
GUILFORD COUNTY

I, ELIZABETH K. CURRY, a Notary Public, do hereby certify that E. R. Brande personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 8th day of Nov., 1982.

My Commission Expires:

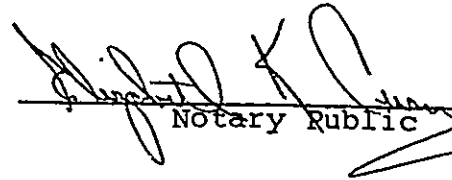
MAY 3, 1987

Elizabeth K. Curry
Notary Public

NORTH CAROLINA
GUILFORD COUNTY

I, ELIZABETH K. CURRY, a Notary Public, do hereby certify that W. D. Smith personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 8th day of Nov, 1982.


Notary Public

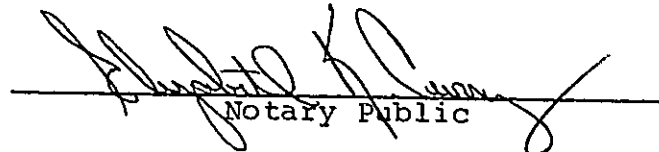
My Commission Expires:

May 3, 1987

NORTH CAROLINA
GUILFORD COUNTY

I, ELIZABETH K. CURRY, a Notary Public, do hereby certify that F. Duval Craven personally appeared before me this day and acknowledged that he is the Secretary of Craven Realty Company, a North Carolina corporation, and that by authority duly given, and as the act of the corporation, the foregoing instrument was signed in its name by its Vice-President, Franklin D. Craven, Jr. sealed with its corporate seal, and attested by F. Duvall Craven as its Secretary.

WITNESS my hand and official seal this 9th day of Nov, 1982.


Notary Public

My Commission Expires:

May 3, 1987

BOOK 1378P 1118

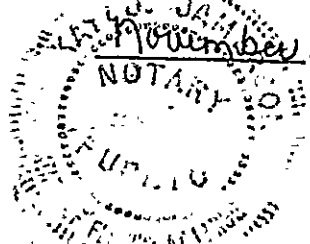


FLORIDA

Alachua COUNTY

I, Kay H. Jamison, a Notary Public, do hereby certify that Susan C. Craven personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 11 day of November, 1982.



Kay H. Jamison
Notary Public

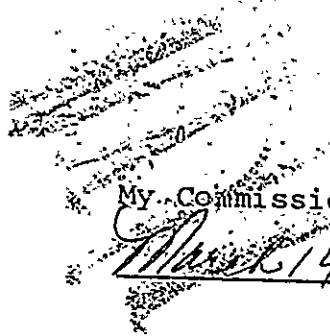
My Commission Expires:
Notary Public, Florida, State at Large
My Commission Expires May 6, 1984
Bonded thru Jeco Insurance Agency

FLORIDA

Orange COUNTY

I, Marianne B. Vernon, a Notary Public, do hereby certify that Shannon L. Craven personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal this the 12th day of Nov., 1982.



Marianne B. Vernon
Notary Public

My Commission Expires:
March 14, 1986

PRESENTED FOR
REGISTRATION
AND RECORDED

Nov 16 1 40 PM '82

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY, N.C.

BOOK 1378P1119

#28.00 pd. cc