000

further action, become Partners and entitled to all rights, privileges and powers granted under the terms of this agreement.

### ARTICLE XV.

# LIABILITY OF PARTNERS

The liability of each member of this Partnership for the debts of the Partnership shall be limited to a percentage thereof equal to such Partner's pro rata ownership in the capital of the Partnership. Any Partner paying more than his pro rata share of such debts shall be entitled to reimbursement for such excess payment from the other Partners in proportion to their capital interest in the Partnership.

#### ARTICLE XVI.

#### SUCCESSORS IN INTEREST

This agreement and all of the provisions thereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, assigns, and successors in interest of the parties hereto.

## ARTICLE XVII.

## **MISCELLANEOUS**

- 1. This agreement may be executed in any number of counterparts, each of which will be determined to be an original instrument.
- 2. To the same effect as if it were the original, anyone may rely upon a copy certified by a Notary Public to be a true copy of this instrument, and anyone may rely upon any statement of fact certified by anyone who appears from the original document or a certified copy thereof to be a Partner.

IN WITNESS WHEREOF, the parties have executed this Partnership Agreement the day and year first above written.

| Witnesses: |                      |
|------------|----------------------|
|            | Bennett S. Rose, Jr. |
| 1. Corten  | John I. Rose, II     |
| MONOW      | John I. Rose, II     |
|            | Patricia M. Rose     |
|            | ratificia n. Nose    |
|            | Porter B. Rose       |
|            |                      |

-8- (whilipped or next page