

The General Partner shall cause to be prepared by an accountant selected by the Partners, an annual financial statement and said financial statement shall be made available to all Partners, their representatives and assignees; and the said accountant shall furnish such interim statements as the Partners may desire.

12. Rights, Duties and Obligations of Limited Partners.

This Agreement is formed in compliance with and in view of the Uniform Limited Partnership Act as adopted by the State of South Carolina, and no Limited Partner shall be entitled to take part in the control of the business to be conducted. In the event of any Limited Partner desiring to participate in the control, it shall be treated thereafter as a General Partner for the purposes of this Agreement; provided that prior thereto, by notice in writing to all the Partners, and never oral or by conduct, it so elects to change its limited status to that of a General Partner. Provided, however, by such change its total share in the profits or capital shall not be increased, however, in all other respects it shall be considered and treated as a General Partner.

In furtherance thereof, and in conformity with the contents of Paragraph 8 of this Agreement, any and all parties dealing with this Limited Partnership are hereby given notice that any and all mortgages, debts and obligations personally incurred, if any, by the Partnership create liability (over and beyond capital contributions, as set forth herein in Paragraph 8 of the Limited Partners) in the General Partner solely, and that, except as provided in Paragraph 8 the Limited Partners have no liability or responsibility to any such third persons as to any such mortgages, debts and obligations incurred, if any. Any and all third parties doing business with this Limited Partnership shall be considered as waiving personal liability of the Limited Partners as to such mortgages, debts and all obligations incurred, if any, by this Partnership.

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