

Revised 7/04

Office Use Only

Ordinance #: \_\_\_\_\_  
Date Received \_\_\_\_\_

**REQUEST FOR VACATION OF AN ALLEY OR UN-BUILT RIGHT OF WAY**  
**TOWN OF BLACKSBURG, VIRGINIA**

This application and accompanying information must be submitted in full before the vacation request can be referred to the Planning Commission and Town Council for consideration. Please contact the Planning and Engineering Department at 540-961-1126 for application deadline.

Snyder-Hunt Company, LLP

Name of Applicant(s)

10 S. Jefferson Street, Suite 1200  
Roanoke, VA 24011

Address

(540) 552-3377

Phone

Fax

Please list any additional parties included in this application:

None - the applicant has had conversations with the owners of Parcel 347-8-4A over the last few months and they have not expressed any interest in purchasing half of the right-of-way where it abuts their parcel.

Location of right of way to be vacated: (survey of property or legal description of boundary)

Rimrock Drive from Research Center Drive to termination at US 460 Bypass  
(see attached Right of Way exhibit)

Tax Parcel Number(s) of Property: 347-8 1

Square Footage of area to be vacated: 20,439 sf

If there is more than one applicant, how is property to be divided?

What is the intended use of the vacated property?

The vacated property will be absorbed into tax parcel 347-8 1 and used as a private driveway to access the Blue Ridge Cancer Center.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, We, the owner(s), agent, or contract purchaser(s) described on this application do hereby apply for the vacation of the above described alley or un-built right of way and certify the following:

1. I, We, own property abutting the above described alley or un-built right of way.
2. I, We, will provide proof of notification of all property owners abutting the alley or un-built right of way in order to give them the opportunity to join in or file separate applications for the vacation.
3. I, We, agree that the value of the alley or un-built right of way is \$ TBD.
4. I, We, agree that if a formal appraisal is required, as established by the Comprehensive Plan vacation process, the cost of the appraisal will be paid to the Town of Blacksburg before acceptance of the application.
5. I, We, agree to pay to the Town of Blacksburg the above stated price if the alley or un-built right of way is vacated.
6. I, We, agree to accept a quit-claim deed to the property and accept responsibility for ascertaining what interest the Town of Blacksburg may have in the area if vacated.
7. I, We, understand that the Town of Blacksburg makes no warranties of title of property.

Please include an application fee of **\$500.00** to be applied to the cost of advertising, the cost of first class and certified mail postage to all adjacent properties and expense incidental to reviewing, publishing, and processing this application. Please make your check or money order payable to the **Town of Blacksburg**.

Georgia Anne Smyth-Falchunham      4/13/23  
Signature of Applicant(s)      Date

**OFFICE USE ONLY**

_____ Comprehensive Plan Review	_____ Transit Review
_____ Utility Review	_____ Rear Property Access
_____ Recreation Review	_____ Appraisal

## AUTHORIZED SIGNATURES FOR LAND USE APPLICATIONS

### 1. Introduction

This guide identifies those persons authorized to sign land use applications and proffers on behalf of corporations, partnerships, religious organizations, trusts, and other unincorporated bodies, societies, benevolent associations and organizations. It focuses on the most common entities and relationships town departments will encounter. Contact the town attorney if you are faced with an entity that is not addressed here.

This guide also identifies the supporting documentation an applicant should submit to demonstrate the authority of the person signing an application or proffer.

### 2. Stock corporations

*Authorized signatories:* The authorized signatories are (1) the board of directors; (2) any person in the corporation expressly authorized by the board of directors to complete prescribed acts on behalf of the corporation (Virginia Code § 13.1-673); (3) a committee of the board of directors (Virginia Code § 13.1-689); or (4) a corporate officer as provided in the by-laws or in a resolution of the board of directors (Virginia Code § 13.1-694).

*Supporting documentation:* The supporting documentation is (1) for a board of directors, the articles of incorporation or a shareholders' agreement may limit the board's statutory authority Virginia Code § 13.1-673); (2) for a person expressly authorized by the board of directors, written evidence of that authorization, such as a board resolution or board minutes; (3) for a committee, an action of the board of directors authorizing the committee to act; the articles of incorporation or the by-laws may limit the statutory authority (Virginia Code § 13.1-689); (4) for a corporate officer, the by-laws or the delegating resolution of the board of directors Virginia Code § 13.1-694).

### 3. Nonstock corporations

*Authorized signatories:* The authorized signatories are (1) the board of directors; (2) any person in the corporation expressly authorized by the board of directors to complete prescribed acts on behalf of the corporation (Virginia Code § 13.1-853); (3) a committee of the board of directors (Virginia Code § 13.1-869); or (4) a corporate officer as provided in the by-laws or in a resolution of the board of directors (Virginia Code § 13.1-872).

*Supporting documentation:* The supporting documentation is (1) for a board of directors, the articles of incorporation and the by-laws, the latter of which may include a member or director agreement, may limit the board's statutory authority (Virginia Code §§ 13.1-852.1, 13.1-853); (2) for a person expressly authorized by the board of directors, written evidence of that authorization such as a board resolution or board minutes; (3) for a committee, an action of the

board of directors authorizing the committee to act; the articles of incorporation or the by-laws may limit the statutory authority (Virginia Code § 13.1-869); (4) for a corporate officer, the by-laws or the delegating resolution of the board of directors (Virginia Code § 13.1-872).

#### **4. Limited liability companies (“LLCs”)**

*Authorized signatories:* The authorized signatories are (1) if the LLC is not a manager-managed LLC, any member; (2) if the LLC is a manager-managed LLC, the manager or any member unless the articles of organization limit the members’ authority (Virginia Code § 13.1-1021.1 (A)); or (3) unless otherwise provided in the articles of organization or an operating agreement, the members have the power and authority to delegate to one or more other persons, including agents, officers and employes of a member or manager of the LLC, members’ rights and powers to manage and control the business affairs of the LLC, and to delegate by a management agreement or other agreement with, or otherwise to, other persons (Virginia Code § 13.1-1022 (D)).

*Supporting documentation:* The articles of organization (Virginia Code § 13.1-1021.1 (A) and when the power is delegated to someone other than a manager or a member, also the operating agreement and, if applicable, any other agreement (Virginia Code § 13.1-1022 (D)).

#### **5. Partnerships**

*Authorized signatories:* The authorized signatories are (1) if the land is held in the name of the partnership, by any partner; (2) if the land is held in the name of a partner, but the instrument transferring to the partner indicates the partner’s capacity as a partner or the existence of a partnership, but without identifying the partnership, by the partner in whose name the property is held; (3) if the land is held in the name of a person, who is a partner, but the instrument transferring to the person does not indicate the person’s capacity as a partner or the existence of a partnership, by the person in whose name the property is held (Virginia Code § 50-73.29).

*Supporting documentation:* The statement of partnership authority, which may limit the authority of one or more partners (Virginia Code § 50-73.93).

#### **6. Limited partnerships**

*Authorized signatories:* The authorized signatories are any general partner (Virginia Code § 50-73.29).

*Supporting documentation:* The partnership agreement, or amendments thereto, which may limit the authority of one or more general partners (Virginia Code § 50-73.29).

#### **7. Unincorporated churches and other religious bodies**

*Authorized signatories:* The authorized signatories are (1) all trustee who hold title to the property (Virginia Code §§ 57-8 and 5-15 (A)); (2) for the corporation holding title, the

appropriate corporate documents (see, e.g., section 3 above) or : (3) for a bishop, minister or ecclesiastical officer, the laws, rules or ecclesiastical polity of the entity that authorizes the person to hold, improve, mortgage, sell and convey the property (Virginia Code § 57-16).

#### **8. Incorporated churches and other religious bodies**

*Authorized signatories:* See section 7, paragraph 1, above.

*Supporting documentation:* See section 7, paragraph 2, above. In 2005, Virginia Code § 57-15 was amended to allow religious organization to incorporate. Virginia Code § 57-15 (B)(i) authorizes trustees, as an alternative to holding, administering and managing property in the name of the trustees, to incorporate the church or religious body and to transfer the title of real and person property held by them to the incorporated church or religious body.

#### **9. Land trusts**

*Authorized signatories:* The authorized signatories are all trustees who hold title to the property (Virginia Code § 55-17.1); provided (1) if a co-trustee is unavailable to perform duties because of absence, illness, disqualification under other law, or other temporary incapacity, and prompt action is necessary to achieve the purposes of the trust or to avoid injury to the trust property, the remaining co-trustees may act for the trust (Virginia Code § 55-547.03 (D)); and (2) a trustee may delegate to a co-trustee the performance of any function other than a function that the terms of the trust expressly require to be performed by the trustees jointly (Virginia Code § 55-547.03 (E)).

*Supporting documentation:* The deed of conveyance to the trustees and the trust instrument (Virginia Code § 55-17.1).

#### **10. Land held under the Virginia Uniform Transfers to Minors Act**

*Authorized signatory:* The authorized signatory is the custodian (Virginia Code § 31-49).

*Supporting documentation:* The instrument evidencing the transfer to the custodian under the Virginia Uniform Transfers to Minors Act (Virginia Code § 31-46).

#### **11. Unincorporated bodies or societies who acquire land for charitable purposes**

*Authorized signatories:* The authorized signatories are all trustees who hold title to the property (Virginia Code § 57-18, which incorporated Virginia Code §§ 57-8 and 57-15 by reference).

*Supporting documentation:* The authorizing court order (Virginia Code § 57-18).

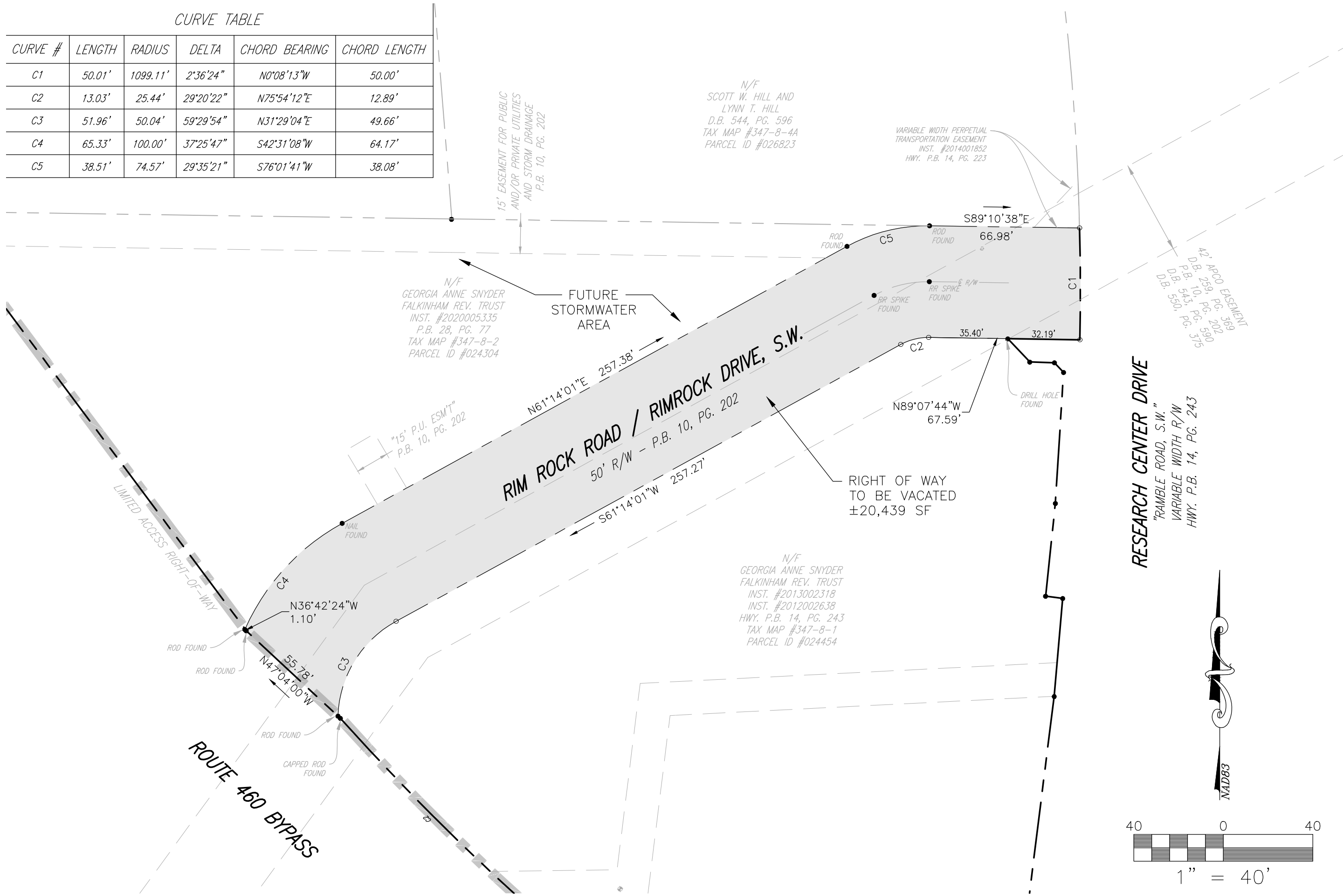
**12. Benevolent association (such as armed forces veterans associations, Freemasons, Odd Fellows and other fraternal organizations)**

*Authorized signatories:* The authorized signatories are all trustees who hold title to the property (Virginia Code § 57-19, which incorporates Virginia Code §§ 57-8 and 57-15 by reference).

*Supporting documentation:* The authorizing court order (Virginia Code § 57-19).

CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	50.01'	1099.11'	2°36'24"	N0°08'13"W	50.00'
C2	13.03'	25.44'	29°20'22"	N75°54'12"E	12.89'
C3	51.96'	50.04'	59°29'54"	N31°29'04"E	49.66'
C4	65.33'	100.00'	37°25'47"	S42°31'08"W	64.17'
C5	38.51'	74.57'	29°35'21"	S76°01'41"W	38.08'



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**RIMROCK DRIVE**  
 PROPOSED RIGHT-OF-WAY VACATION

PRICES FORK MAGISTERIAL DISTRICT  
 2600 RESEARCH CENTER DRIVE

DATE 4/13/23  
 SCALE 1" = 40'  
 REVISIONS

June 16, 2023

Lawrence Spencer  
Town Attorney, Town of Blacksburg  
300 S. Main Street  
Blacksburg, VA 24060

Dear Mr. Spencer,

We are writing in reference to the right-of-way vacation application for Rimrock Road that was submitted to the Town by Snyder-Hunt Company, LLP on April 13, 2023. We are the owners of the adjacent property located at 2480 Research Center Drive (Tax Map #347-8 2, Parcel ID 024304). We would like to confirm the following:

- We are aware that this vacation has been requested.
- We have no objections to this vacation.
- We do not wish to participate in this vacation.

Please let us know if you need additional information.

Sincerely,

Georgia Anne Snyder Falkingham Rev Trust

By: Georgia Anne Snyder, Its: Grantor + Trustee  
Falkingham



May 16, 2023

Lawrence Spencer  
Town Attorney, Town of Blacksburg  
300 S. Main Street  
Blacksburg, VA 24060

Dear Mr. Spencer,



We are writing in reference to the right-of-way vacation application for Rimrock Road that was submitted to the Town by Snyder-Hunt Company, LLP on April 13, 2023. We are the owners of the adjacent property located at 2470 Research Center Drive (Tax Map #347-8 4A, Parcel ID 026823). We would like to confirm the following:


- We are aware that this vacation has been requested.
- We have no objections to this vacation.
- We do not wish to participate in this vacation.

Please let us know if you need additional information.

Sincerely,

MINE, ME, & US Montessori School

By:  Its:   
Rachel Brunsma

  
David Brunsma

## Kasey Thomsen

---

**From:** Gretchen Merix  
**Sent:** Thursday, June 8, 2023 3:53 PM  
**To:** Kali Casper  
**Cc:** Steve Semones  
**Subject:** FW: 2600 Research Center Drive - Multi Tenant

Kali,

Please see the below e-mail from Mike Snyder regarding Blue Ridge Cancer Center. The building does have multiple tenants and there are no plans to drop down to a single tenant. This was an option that was being considered, but as the e-mail below details, they decided not to pursue that.

With the CUP issue cleared up, will we be able to move forward with the ROW vacation process starting in July?

Thanks,

**Gretchen L. Merix, PE, M.ASCE**  
Associate

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**From:** Mike Snyder <[msdenhill@yahoo.com](mailto:msdenhill@yahoo.com)>  
**Sent:** Thursday, June 8, 2023 3:36 PM  
**To:** Gretchen Merix <[gmerix@balzer.cc](mailto:gmerix@balzer.cc)>  
**Subject:** Fwd: 2600 Research Center Drive - Multi Tenant

Gretchen,

See email from Matt Huff re: BRCC

Mike

Sent from my iPhone

Begin forwarded message:

**From:** Mike Snyder <[msnyder@snyderandassoc.com](mailto:msnyder@snyderandassoc.com)>  
**Date:** June 8, 2023 at 3:34:08 PM EDT  
**To:** [msdenhill@yahoo.com](mailto:msdenhill@yahoo.com)  
**Subject:** Fwd: 2600 Research Center Drive - Multi Tenant

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**From:** Matt Huff <[mhuff@poecronk.com](mailto:mhuff@poecronk.com)>  
**Sent:** Thursday, June 8, 2023 2:59:44 PM  
**To:** Mike Snyder <[msnyder@snyderandassoc.com](mailto:msnyder@snyderandassoc.com)>  
**Subject:** 2600 Research Center Drive - Multi Tenant

Mike – This email is to confirm our conversation that the property located at 2600 Research Center Drive currently is, and will remain, a multi-tenant building in compliance with the by-right use in the RD (Research and Development) zoning district. The two tenants currently located in the building are Blue Ridge Cancer Care (A private practice supported by McKesson Corporation) and Healthcare Corporation of America (HCA). A special exception will not be needed or requested.

The tenant had explored the possibility of requesting a special exception to convert the building to a single tenant use but the Landlord and owner of the property decided it would not go this route. The contemplated building expansion for the tenant will alleviate their need for more space and the special exception will not be needed.

Thanks and let me know if there are any further questions.

- Matt



**Matthew R. Huff, CCIM**  
President  
Office: 540.855.3647

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Licensed in the Commonwealth of Virginia.

[About Matt Huff](#)

Any terms set forth in these emails on behalf of a client are subject to later review and approval by the parties and are non-binding until the signing of a physically executed, formal written agreement by the parties.

**CERTIFICATE/LETTER OF QUALIFICATION**  
COMMONWEALTH OF VIRGINIA  
VA. CODE §§ 6.2-893, 6.2-1171, 6.2-1365, 6.2-1367, 6.2-2011, 6.2-506, 6.2-607

Court File No. CWF12000277

**MONTGOMERY COUNTY** Circuit Court

I, the duly qualified clerk/deputy clerk of this Court, **CERTIFY** that on November 2, 2012  
DATE

**Union First Market Bank by Stuart W. Blain and Georgia Anne Snyder-Falkinham,**  
NAME(S) OF PERSON(S) QUALIFYING

duly qualified in this court, under applicable provisions of law, as **Co-Trustees**  
of the **Peter C. Snyder Trust.**

DECEASED    MINOR    INCAPACITATED

The powers of the fiduciary(ies) named above continue in full force and effect.

**\$30,000,000.00** bond has been posted.

Given under my hand and the seal of this Court on

November 2, 2012  
DATE

**Erica W Williams**, Clerk

by *Oliver Vaughn*, Deputy Clerk

**AMENDED AND RESTATED PARTNERSHIP AGREEMENT  
OF  
SNYDER-HUNT COMPANY, LLP**

This AMENDED AND RESTATED PARTNERSHIP AGREEMENT (the "Partnership Agreement") is made as of December 23, 1997, by the undersigned (the "Partners") and provides:

**1. Continuation of Partnership; Name.**

(a) The Partners hereby continue the partnership known as "Snyder-Hunt Company" (the "Partnership"). The Partnership has previously existed pursuant to an Agreement of Partnership dated as of January 1, 1968, as amended by an Amendment dated as of September 3, 1980 and a Second Amendment dated as of December 18, 1996 (collectively, the "Original Partnership Agreement"). This Partnership Agreement shall replace in its entirety the Original Partnership Agreement and the Partnership is hereby continued under the Virginia Uniform Partnership Act (1996), as amended (the "Act").

(b) The name of the Partnership shall be "Snyder-Hunt Company, LLP."

(c) The rights, duties and obligations of the Partners shall be governed by the Act except as otherwise provided in this Partnership Agreement.

**2. Purpose.** The Partnership may engage in any and all lawful activities agreed to by all of the Partners from time to time.

**3. Filings as RLLP.**

(a) The Partnership shall promptly file with the Virginia State Corporation Commission (the "Commission") a Statement of Registration (the "Statement of Registration") as a Registered Limited Liability Partnership pursuant to § 50-73.132 of the Act.

(b) During any period in which the Partnership is a registered limited liability partnership, the Partnership shall, on or before July 1 of each year, file an annual report with the Commission as is required by § 50-73.134 of the Act.

**4. Partnership Interest.** The Partners agree that each Partner's ownership interest in the Partnership, hereinafter referred to as a "Partnership Interest," shall include (i) a Partner's share of the profits and the losses of the Partnership, (ii) a Partner's right to receive distributions from the Partnership, and (iii) a Partner's right to vote. When expressed as a percentage with respect to a Partner, Partnership Interest shall equal (x) the Partnership Interest held by such Partner, (y) divided by the aggregate Partnership Interests of all Partners. The initial Partnership Interests of the Partners are set forth on the signature page opposite the heading "Percentage Interest" (as amended from time to time).

**5. Management.**

(a) Except as otherwise provided in this Agreement, all decisions pertaining to the operation and management of the Partnership's business shall be determined by one or more Partners collectively holding a majority of the Percentage Interests.

(b) Notwithstanding the generality of Section 5(a) hereof, no Partner may, without the prior consent of one or more Partners collectively holding more than seventy-five percent (75%) of the Percentage Interests:

(i) sell, or otherwise dispose of, or contract to sell or otherwise dispose of, all or substantially all of the assets of the Partnership;

(ii) pledge, or grant a security interest in all, or substantially all, of the assets of the Partnership;

(iii) compromise or forgive any substantial claim of, or obligation owing to, the Partnership;

(iv) make any assignment for the benefit of creditors of the Partnership, or otherwise cause the Partnership to seek protection under any bankruptcy or insolvency law; or

(v) merge the Partnership with or into another entity, including, without limitation, a merger with a partnership, limited liability company, or corporation.

**6. Duty of Care.** A Partner's duty of care to the Partnership and the other Partners in the conduct or winding up of the Partnership business is limited to complying with the provisions of this Partnership Agreement and refraining from engaging in grossly negligent or reckless conduct, intentional misconduct or a knowing violation of the law.

**7. Transfers of Interests; Status of Transferees.** No Partner shall transfer or encumber all or any part of such Partner's interest in the Partnership without the consent of all of the other Partners. Unless and until the transferee of an interest in the Partnership is admitted as a Partner, the transferee shall only be entitled to receive the transferor's share of the Partnership profits and losses and such distributions as are attributable to the transferred interest, and shall have none of the other rights of a Partner under this Partnership Agreement, including, without limitation, the right to vote.

**8. Additional or Substitute Partners.** A person may be admitted as an additional or substitute Partner only after having executed this Partnership Agreement with the consent of all of the Partners.

**9. Capital.**

(a) The Partners shall not be required to make any capital contributions unless required by law. No Partner shall have any right to require the return of all or any part of his or her capital, or to receive interest with respect thereto.

(b) A separate account ("Capital Account") shall be maintained for each Partner. The Partners' initial Capital Account balances shall be the balances in their capital accounts as of the day immediately preceding the date of this Partnership Agreement. Capital Accounts shall be increased by a Partner's contributions to capital and the share of Partnership profits allocated to the Partner, and shall be reduced by all distributions to the Partner and the share of Partnership losses allocated to the Partner. Capital Account balances may be adjusted as permitted by the Code (as such term is defined in Section 16) with the consent of all Partners.

(c) A loan by a Partner to the Partnership shall not be considered a capital contribution and shall be repaid as debt of the Partnership.

**10. Compensation; Profits and Losses; Distributions.** No Partner shall receive any compensation for services rendered to the Partnership but each Partner shall be entitled to his or her share of the profits. Except as is provided below, the net profits and net losses of the Partnership shall be credited to, or charged against, the Capital Account of each Partner in accordance with such Partner's Percentage Interest. Cash or property not reasonably required for the operation of the business of the Partnership shall be distributed to the Partners annually in accordance with their Percentage Interests.

**11. Indemnification.**

(a) The Partnership shall indemnify each Partner who was, is or is threatened to be made a party to any action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative, and whether formal or informal (a "Proceeding"), by reason of being or having been a Partner, against any liability and reasonable expenses (including reasonable attorney's fees), incurred as a result of such Proceeding, except such liabilities and expenses which are incurred as a result of a breach of this Partnership Agreement, gross negligence, reckless conduct, intentional misconduct or a knowing violation of the law. There shall be no obligation to indemnify as a result of conduct which is covered by liability insurance, regardless of how the premiums were paid.

(b) The Partnership shall promptly make advances or reimbursements for reasonable expenses (including attorney's fees) incurred by any Partner claiming indemnification under this Section unless it has been determined that such Partner is not entitled to indemnification. Advances or reimbursements made in advance of any such determination shall be conditioned upon receipt from the Partner claiming indemnification of a written undertaking to repay the amount of such advances or reimbursements if it is ultimately determined that such Partner is not entitled to indemnification.

(c) The determination that indemnification is permissible under this Section shall be made by all of the Partners not seeking indemnification.

## 12. Events of Dissociation.

(a) A Partner shall be dissociated from the Partnership upon its termination or withdrawal, or if the Partnership determines that it:

(i) has willfully or persistently committed a material breach of any of the provisions of this Partnership Agreement; or

(ii) has taken any wrongful action in the conduct of the business of the Partnership which has adversely and materially affected the business of Partnership.

(b) A Partner shall be dissociated from the Partnership:

(i) if it seeks to become a debtor in bankruptcy, executes an assignment for the benefit of creditors or seeks, consents to or acquiesces to the appointment of a trustee, receiver or liquidator of all or substantially all of such Partner's assets, or fails to have any such appointment stayed or vacated within 90 days of the time it is made; or

(ii) upon a judicial determination of expulsion pursuant to the provisions of the Act.

## 13. Effect of Dissociation.

(a) Upon dissociation of a Partner, if two or more remaining Partners agree, the business of the Partnership may be continued under its name at the time of dissociation. If they do not agree, the Partnership shall be dissolved, its affairs wound up, and terminated.

(b) If the dissociation of a Partner does not cause a dissolution and winding up of the business of the Partnership, then, upon dissociation, the Partnership, unless prohibited by law, shall cause the dissociated Partner's interest in the Partnership to be purchased for a price equal to the amount that would have been distributable to the dissociated Partner if, on the date of dissociation, the assets of the Partnership were sold at a price equal to the greater of the liquidation value or the value based on a sale of the entire business as a going concern without the dissociated Partner and the Partnership were wound up as of that date (the "Buy-Out Price"). If, at the time of dissociation, the purchase is not permitted by law, it shall take place as soon as it can properly be made. Interest shall be paid from the date on which the payment was due.

(c) All amounts owing, whether or not presently due, from a dissociated Partner to the Partnership, including any damage to the Partnership caused by a breach of this Partnership Agreement, shall be offset against the Buy-Out Price.



**14. Dissolution, Winding Up and Termination.**

(a) Unless it is dissolved as a result of a judicial determination, the Partnership shall only be dissolved:

- (i) by agreement of all of the Partners; or
- (ii) upon dissociation of a Partner, unless the remaining Partners agree to continue its business.

(b) Upon dissolution, the business of the Partnership shall be wound up by the Partners or by a representative designated by them (either of whom is hereinafter referred to as the "Liquidating Representative"), who shall proceed, with reasonable promptness, to liquidate the business (except to the extent assets are to be distributed in kind) and distribute the assets of the Partnership. The value of assets distributed in kind shall be determined by a qualified independent appraiser selected by the Liquidating Representative, and no Partner shall be compelled to accept a distribution in kind of any asset to the extent that the percentage of the asset so distributed to such Partner exceeds that Partner's percentage interest in the asset immediately prior to its distribution. Partnership assets shall be distributed in the following order of priority:

- (i) to creditors of the Partnership, including Partners who are creditors, in the order of priority provided by law;
- (ii) to the creation of such reserves for contingencies as the Liquidating Representative may deem necessary or advisable;
- (iii) to the Partners in proportion to their Capital Account balances, after all adjustments.

**15. Books and Records.** The Partnership shall keep complete books of account at the principal office of the Partnership which shall be open to examination by the Partners or their authorized representatives during normal business hours. A Partner shall have the right at any time to cause the books and records of the Partnership to be audited, provided that the entire cost of such audit shall be borne by the Partner at whose insistence such audit was conducted. The books shall be kept on a cash or accrual basis, as determined by the Partners.

**16. Tax Compliance.** Notwithstanding anything to the contrary contained in this Partnership Agreement, all actions taken in the conduct of the business of the Partnership, or upon its dissolution, shall comply with the provisions of Section 704 of the Internal Revenue Code of 1986 (the "Code"), as amended, and the Regulations thereunder. The Partners shall designate a "Tax Matters Partner" as required by the Code.

17. **Banking.** The Partnership shall maintain such bank account or accounts as the Partners may agree upon. The funds in such accounts shall be used solely for the business of the Partnership, and all withdrawals therefrom shall be made upon checks signed by any two of the Partners.

18. **Amendments.** This Partnership Agreement may be amended only with the written consent of all of the Partners.

19. **Third Parties; Successors and Assigns.** The agreements contained herein are for the benefit of the parties hereto and their permitted successors and assigns and are not for the benefit of any third parties, including, without limitation, creditors of the Partnership.

20. **Headings.** The section headings herein are for convenience only and shall not affect the interpretation of this Partnership Agreement.

21. **Interpretation.** This Partnership Agreement is executed and delivered in the Commonwealth of Virginia and shall be construed and enforced in accordance with the laws of such state without giving effect to its choice of law rules.

WITNESS the following signatures:

THE PETER C. SNYDER  
MARITAL TRUST  
(Percentage Interest: 25%)

Central Fidelity National Bank,  
Co-Trustee

By: Juanita H. Ellett  
Juanita H. Ellett  
Vice President

Georgia Anne Snyder-Falkinham,  
Co-Trustee

By: Georgia Anne Snyder-Falkinham  
Georgia Anne Snyder-Falkinham

THE PETER C. SNYDER  
RESIDUAL TRUST  
(Percentage Interest: 75%)

Central Fidelity National Bank,  
Co-Trustee

By: Juanita H. Ellett  
Juanita H. Ellett  
Vice President

Georgia Anne Snyder-Falkinham,  
Co-Trustee

By: Georgia Anne Snyder-Falkinham  
Georgia Ann Snyder-Falkinham

Commonwealth of Virginia



State Corporation Commission

I Certify the Following from the Records of the Commission:

On December 23, 1997, a statement of partnership authority was filed in this office by SNYDER-HUNT COMPANY, LLP, a Virginia general partnership.

This statement of partnership is in effect as of this date.

Nothing more is hereby certified.

Signed and Sealed at Richmond on this Date:  
January 3, 2007

*Joel H. Peck*  
Joel H. Peck, Clerk of the Commission

