

- (vii) possess Partnership property or assign the rights of the Partnership in specific Partnership property for other than Partnership purposes;
- (viii) sell substantially all or a substantial portion of the assets of the Partnership at a single sale which takes place at one time, or from time to time, or in multiple sales at one time, or within a twelve-month (12) period, without the prior written consent of Limited Partners holding more than seventy (70%) percent of the then outstanding interest.

ARTICLE XI

STATUS OF LIMITED PARTNERS11.1 Liability

The liability of each Limited Partner is limited to his capital contribution specified in Exhibit "C". Nothing shall remove, diminish or effect such limitation of liability. The Limited Partners' interests are non-assessable and no contributions to the Partnership may be required of the Limited Partners by way of assessment or otherwise. The Partnership creditors shall have no right to look to and are hereby notified that they may not look to the personal estate of any Limited Partner hereof for satisfaction of a Partnership debt. Limited Partners may not enter into any obligations or effect any operational decisions on behalf of the Partnership.

11.2 Business of the Partnership

A Limited Partner shall take no part in the conduct or control of the business of the Partnership and shall have no right or authority to act for or bind the Partnership in any manner whatsoever.

11.3 Status of Partnership Interest

The Partnership interest owned by a Limited Partner shall be fully paid and non-assessable. No Limited Partner shall have the right to withdraw or reduce his contribution to the capital of the Partnership except as a result of the dissolution of the Partnership, or as otherwise provided by and in accordance with law. No Limited Partner shall have the right to demand or receive property other than cash in return for his contribution or to have priority over any other Limited Partner either as to the return of contributions of capital or as to profits, losses or distributions.

ARTICLE XII

TRANSFER OF LIMITED PARTNERSHIP INTERESTS12.1 Transfer of Interest by Limited Partners

- (a) The Partnership Interest of each Limited Partner (including such Partner's right to receive a share of the profits and a return of his capital account) shall be assignable if such assignment does not cause termination of the Partnership for Federal Income Tax purposes; provided, however, that the assignee shall not become a Substitute Limited Partner of the Partnership unless (i) the assigning Limited Partner so provides in the instrument of assignment, (ii) the General Partner so consents in writing, and (iii) the Substitute Limited Partner executes such documents as the General Partner may reasonably require so that they will be bound by all of the provisions of this Certificate and Agreement of Limited Partnership. If the assigning Limited Partner so provides in the instrument of assignment and the General Partner so consents in writing, the assignee shall have the right to become a Substitute Limited Partner upon the payment of a fee not to exceed One Hundred Dollars (\$100.00) to the Partnership to cover the costs and expenses of preparation, execution and