

date of the meeting, either personally or by mail, by or at the direction of the Managing Partner to each Partner entitled to vote at such meeting. Should any other Partner call the meeting, written notice stating the place, day and hour of the meeting shall be delivered not less than 10 nor more than 15 days before the date of the meeting, either personally or by mail, by or at the direction of the Partner calling the meeting, to each Partner entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States Mail, addressed to the Partner at his address as it appears in this Agreement, with postage thereon prepaid.

4. At any meeting of Partners 66-2/3% of the voting power of the Partnership represented in person shall constitute a quorum for the transaction for any business to come before the Partnership.

5. Any action which may be taken at the meeting of the Partners may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the Partners entitled to vote.

#### ARTICLE XXI.

##### TERMS OF LEASES AND OTHER TRANSACTIONS

The Partnership shall have the power to enter into leases, loan arrangements and any and all other business and legal transactions for a period of years extending beyond December 31, 2079, and dissolution of the Partnership for any reason that will not shorten the term of any such lease or transaction entered into by or on behalf of the Partnership.

#### ARTICLE XXII.

##### ARBITRATION

In the event of any dispute or disagreement between the Partners as to the construction or effect of this Partnership agreement or regarding any controversy or claim arising out of or relating to the Partnership herein created shall be resolved by arbitration in the manner set forth in Section 15-47-10, et seq. of the Code of

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