

(a) Assign, transfer, pledge, compromise, discharge or release any of its claims or debts, without payment in full, or arbitrate or consent to the arbitration of, any of its disputes or controversies.

(b) Make, execute and deliver any assignment for the benefit of creditors, or any bond, confession of judgment, security agreement, deed, guaranty indemnity bond, surety bond, or contract to sell, or contract of sale of, its entire (or substantially all of its) property, or any other contract, under seal, whether similar or dissimilar to any of the foregoing.

(c) Purchase, sell, mortgage or otherwise create, a lien upon any real estate, or any interest therein, or enter into any contract for any such purpose.

(d) Borrow or loan money, or make, execute, deliver, accept, or endorse, any commercial paper, or use the credit, money, or other property of the Partnership, except for the ordinary purposes of the Partnership and in the ordinary course of business.

(e) Hire, or agree to hire, any person or persons for a definite period in excess of two weeks, or discharge any person or persons who shall have been hired for a definite period in excess of two weeks.

#### ARTICLE VIII

##### ADMISSION OF NEW PARTNERS

New Partners may be admitted at such times and under such terms and conditions as a majority in interest of the present Partners shall determine.

#### ARTICLE IX

##### VOLUNTARY DISSOLUTION

(1) The Partnership may be dissolved by any Partner. Upon voluntary dissolution, the Partnership may immediately commence to wind up its affairs. The Partners shall continue to share profits and losses during liquidation in the same proportions as before dissolution. The proceeds from liquidation of Partnership assets shall be applied as follows:

(a) Debts of the Partnership, other than to Partners.

(b) The capital contributions of the Partners as reflected in their respective capital accounts.

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