

tributions of the various Partners as specified in Article V hereof;

(ii) the allocation of profits, losses and cash flow as specified in Article X hereof;

(iii) the status of the Limited Partners as specified in Article VI hereof;

(iv) the right of a Limited Partner to assign his interest and to substitute another person as a Limited Partner, as provided in Article VII hereof;

(v) the status of the General Partners as provided in Article VIII hereof; and

(vi) the right to vote or the percentage necessary for passage of any matter upon which the Partners are entitled to vote.

(b) Any other provision of this Agreement and Certificate may be amended by the vote of Partners holding two-thirds (2/3) of the then outstanding interest in the profits of the Partnership.

(c) This Partnership Agreement and Certificate shall be amended whenever:

(i) there is a change in the name of the Partnership or the amount or character of the Contribution of any Limited Partner;

(ii) a person is substituted as a Limited Partner;

(iii) an additional Limited Partner is admitted;

(iv) a person is admitted as a successor General Partner;

(v) there is a change in the character of the business of the Partnership;

(vi) there is a false or erroneous statement in this Agreement;

(vii) a time is fixed for dissolution of the Partnership or the return of contributions and such time has not been specified in this Agreement;

(viii) the Partners desire to make a change in any other statement in this Agreement in order that it shall accurately represent the agreement between them; and

(ix) there is a change in any right to vote given by this Agreement to the Limited Partners on matters affecting the basic nature of the Partnership.

(d) Notwithstanding the foregoing, no amendment shall be made in this Agreement or the Certificate of Limited Partnership which, in the opinion of counsel for the Partnership: