

authorized to act as agent for or on behalf of the Partnership, nor to do any act which will be binding upon the Partnership nor to incur any expenditures with respect to the Partnership, except as specifically provided in this Partnership Agreement.

ARTICLE XII.

BANKRUPTCY OR INSOLVENCY

Should any Partner or Partners become bankrupt or insolvent or subject to reorganization or liquidation, or make an assignment for the benefit of creditors, or make an assignment or breach of this Agreement (any of the foregoing being an "Act of Default") then upon any of those acts, the Partner or Partners who have committed an act of default shall thereafter have no voice, vote or decision making power under the terms of this Partnership, and the other Partners upon their unanimous agreement may at their option:

(a) Declare this Partnership to be terminated; or

(b) Elect to purchase the defaulting Partner's interest in the Partnership at a price which shall be the aggregate amount of all capital contributions and advances of the defaulting Partner to the Partnership reduced by any sums which the defaulting Partner might owe the Partnership. Each non-defaulting Partner shall have the right to purchase the defaulting Partner's interest in the same proportion which his or her then interest in the profits and losses of the Partnership bears to the then total such interest of the Partners who wish to purchase.

ARTICLE XIII.

NO RIGHT OF PARTITION

The Partners hereby agree that no Partner, nor any successor-in-interest to any Partner, shall have the right to have the property of the Partnership partitioned, or to file a complaint or institute any proceedings at law or in equity to have the property of the Partnership partitioned, and each Partner, on behalf of himself, herself, his or her successors, representatives, heirs and assigns, hereby waive any such right.

ARTICLE XIV.

DISSOLUTION OF PARTNERSHIP

(a) The Partnership may be dissolved at any time by an