

other activities and owning any other properties related thereto. The Partnership is authorized to borrow money and issue promissory notes or other evidences of indebtedness in furtherance of any or all of the purposes of the Partnership and to secure the same by mortgage, pledge or other lien, to enter into any kind of activity, and to perform and carry out contracts of any kind necessary to, in connection with or incidental to the accomplishment of the purposes of the Partnership, and to do any and all acts and things necessary and proper for the accomplishment of the purposes herein enumerated or necessary or incident to the protection and benefit of the Partnership.

3. Term. The Partnership will begin its existence on the date of this agreement, and shall continue until terminated as hereinafter provided.

4. Capital. A separate capital account shall be maintained for each Partner. The capital account of each Partner shall consist of the Partner's initial capital contribution increased by additional contributions of capital made by the Partner and by transfers of the Partner's share of profits to the Partner's capital account, and decreased by the Partner's share of losses charged against the Partner's capital account and by distributions to him in reduction of the Partner's capital. The capital contributions and accounts of the Partners in the Partnership as of the date of this amendment shall be in the amounts set forth opposite each Partner's name in Exhibit A.

5. Profits and Losses. (a) Percentage Interests. The net profits and losses and liabilities of the Partnership shall be divided, shared and borne by and among the Partners as set forth opposite their names in Exhibit A. As specifically provided in subparagraph 5(d)(4) hereinbelow, the profit interests of the Partners shall also govern their sharing of capital appreciation and surplus of the Partnership, if any remains after the payment or provision for debts and

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