

ARTICLE 4

LIMITED PARTNERS

Section 4.01. *General.* The names and Capital Commitments of the Limited Partners are set forth on Schedule A hereto, and the addresses of, and other information for notices to, the Limited Partners are set forth in the Partnership's records, in each case as amended from time to time. Upon the execution (including by power of attorney or by authorized representative) of this Agreement or a counterpart of this Agreement and such other documents as the General Partner may require, each Person named as a Limited Partner of the Partnership on Schedule A hereto shall be admitted to the Partnership as a Limited Partner. A Limited Partner will cease to be a Limited Partner when such Person ceases to own an Interest in the Partnership and is no longer reflected as a Limited Partner on Schedule A hereto. Any amendment or revision to Schedule A hereto or to the Partnership's records to reflect information regarding Limited Partners shall not be deemed an amendment to this Agreement.

Section 4.02. *Limited Rights.* No Limited Partner, as such, shall participate or take part in the management or control of the Partnership business, or shall have any power or authority to act for or on behalf of, or to bind, the Partnership. The Limited Partners shall not have any right to bring derivative or other actions on behalf of the Partnership except as otherwise provided under the Act.

Section 4.03. *Nature of a Limited Partner's Interest.* A Limited Partner's Interest shall for all purposes be personal property. A Limited Partner has no interest in specific Partnership property.

Section 4.04. *No Other Persons Deemed Limited Partners.* Unless admitted to the Partnership as a Limited Partner, as provided in this Agreement, no Person shall be, or shall be considered, a Limited Partner. The Partnership need only deal with Persons so admitted as Limited Partners. The Partnership shall not be required to deal with any other Person merely because of an assignment or transfer of an Interest to such Person; *provided* that any distribution made by the Partnership to the Person shown on the Partnership's records as a Limited Partner or to its legal representatives, or to the assignee of the right to receive Partnership distributions as provided herein, shall relieve the Partnership of all liability to any other Person who may be interested in such distribution by reason of any other assignment by the Limited Partner, or for any other reason.

Section 4.05. *Partition; No Priority.* Each Limited Partner waives any and all rights that it may have to maintain an action for partition of the Partnership's property. Except as otherwise provided herein, no Limited Partner shall have priority over any other Limited Partner either as to the return of the amount of its Capital Contributions to the Partnership or as to any distribution or any allocation of net profit and net loss.

Section 4.06. *No Withdrawal; Compulsory Transfer of Interest.* (a) No Limited Partner shall be permitted to borrow, or make a withdrawal of, any portion of the Capital Contributions made by it to the Partnership. No Limited Partner shall have a right to withdraw or retire from the Partnership other than with the consent of the General Partner pursuant to a