10-07-2002

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:T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Curran Tile Management, Inc.

10/3/02

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

2. Name and address of receiving party(ies)
Name: Curran Tile Services, Inc.
Internal Address:
Street Address: 1209 Orange Street
City: Wilmington State: DE Zip:

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☑ Corporation-State Delaware
☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☐ No

3. Nature of conveyance:
☐ Assignment ☑ Merger
☐ Security Agreement ☐ Change of Name
☐ Other
Execution Date: 06/25/99

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 75/662,108
B. Trademark Registration No.(s) 2,518,033
2,424,001

Additional number(s) attached ☐ Yes ☑ No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Douglas W. Kenyon
Internal Address: Hunton & Williams
Street Address: Post Office Box 109
City: Raleigh State: NC Zip: 27602

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....$ 90.00
☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:
08-3436

DO NOT USE THIS SPACE

9. Signature.

Douglas W. Kenyon
Name of Person Signing

Signature

8/27/02
Date

Total number of pages including cover sheet, attachments, and document: 18

10/07/2002 LMUELLER 00000055 75662108
01 FC:481 40.00 OP
02 FC:482 50.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated this 25th day of June, 1999, pursuant to Section 251 of the General Corporation Law of Delaware, between Curran Tile Management, Inc., a Delaware corporation, and Curran Tile Services, Inc., a Delaware corporation.

WITNESSETH that:

WHEREAS, all of the constituent corporations desire to merge into a single corporation, as hereinafter specified; and

WHEREAS, the registered office of said Curran Tile Services, Inc., in the State of Delaware is located at the Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company; and the registered office of Curran Tile Management, Inc., in the State of Delaware is located at the Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, and the name of its registered agent at such address is The Corporation Trust Company;

NOW, THEREFORE, the corporations, parties to this Agreement, in consideration of the mutual covenants, agreements, and provisions hereinafter contained do hereby prescribe the terms and conditions of said merger and most of carrying the same into effect as follows:

FIRST: Curran Tile Services, Inc., hereby merges into itself Curran Tile Management, Inc., and said Curran Tile Management, Inc., shall be and hereby is merged into Curran Tile Services, Inc., which shall be the surviving corporation.

SECOND: The Certificate of Incorporation of Curran Tile Services, Inc., which is the surviving corporation, as heretofore amended and as in effect on the date of the merger provided for

in this Agreement, shall continue in full force and effect as the Certificate of Incorporation of the corporation surviving this merger.

THIRD: The manner of converting the outstanding shares of the capital stock of each of the constituent corporations into the shares or other securities of the surviving corporation shall be as follows:

(a) Each share of common stock of the merged corporation which shall be outstanding on the effective date of this merger, and all rights in respect thereof, shall forthwith be changed and converted into one (1) share of common stock of the surviving corporation.

(b) After the effective date of this merger, each holder of an outstanding certificate representing shares of common stock of the merged corporation shall surrender the same to the surviving corporation and each such holder shall be entitled upon such surrender to receive the number of shares of common stock of the surviving corporation on the basis provided herein. Until so surrendered, the outstanding shares of the stock of the merged corporation to be converted into the stock of the surviving corporation, as provided herein, may be treated by the surviving corporation for all corporate purposes as evidencing the ownership of shares of the surviving corporation as though said surrender and exchange had taken place. After the effective date of this Agreement, each registered owner of any uncertificated shares of common stock of the merged corporation shall have said shares canceled and said registered owner shall be entitled to the number of common shares of the surviving corporation on the basis provided herein.

FOURTH: The terms and conditions of the merger are as follows:

(a) The bylaws of the surviving corporation, as they shall exist on the effective date of this merger, shall be and remain the bylaws of the surviving corporation until the same shall be altered, amended, or repealed as therein provided.

(b) The directors and officers of the surviving corporation shall continue in office until the next annual meeting of stockholders and until their successors shall have been elected and qualified.

(c) This merger shall become effective upon filing with the Secretary of State of the State of Delaware. However, for all accounting purposes, the effective date of this merger shall be as of the close of business on June 27, 1999.

(d) Upon the merger becoming effective, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, and other assets of every kind and description of the merged corporation shall be transferred to, vested in, and devolve upon the surviving corporation without further act or deed and all property, rights, and every other interest of the surviving corporation and the merged corporation shall be as effectively the property of the surviving corporation as they were of the surviving corporation and the merged corporation respectively. The merged corporation hereby agrees from time to time, as and when requested by the surviving corporation or by it successors or assigns, to execute and deliver, or to cause to be executed and delivered, all such deeds and instruments and to take, or to cause to be taken, such further or other action as the surviving corporation may deem necessary or desirable in order to vest in and confirm to the surviving corporation title to and possession of any property of the merged corporation acquired or to be acquired by reason of or as a result of the merger herein provided for and otherwise to carry out the intent and purposes hereof, and the propor officers and directors of the merged

corporation and the proper officers and directors of the surviving corporation are fully authorized in the name of the merged corporation or otherwise to take any and all such action.

IN WITNESS WHEREOF, the parties to this Agreement, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and that fact having been certified on said Agreement of Merger by the Secretary of each corporate party thereto, have causes these presents to be executed by Executive Vice-President of each party hereto as the respective act, deed, and agreement of each of said corporations, on this 25th day of June, 1999.

CURRAN TILE MANAGEMENT, INC.

By: _____
Timothy J. Curran, Executive Vice-President

CURRAN TILE SERVICES, INC.

By: _____
Timothy J. Curran, Executive Vice-President

I, Catherine C. Curran, Secretary of Curran Tile Management, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate of Merger is attached, after having been first duly signed on behalf of the said corporation, and having been signed on behalf of Curran Tile Services, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Law of Delaware by the unanimous written consent of the stockholders holding 1,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the acted of the stockholders of said Curran Tile Services, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 25th day of June, 1999.

Catherine C. Curran

Catherine C. Curran, Secretary
Curran Tile Management, Inc.

I, Catherine C. Curran, Secretary of Curran Tile Services, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certify, as such Secretary, that the Agreement of Merger to which this Certificate is attached, after having been first duly signed on behalf of the said corporation, and having been signed on behalf of Curran Tile Management, Inc., a corporation of the State of Delaware, was duly adopted pursuant to Section 228 of the General Corporation Law of Delaware by the unanimous written consent of the stockholders holding 1,000 shares of the capital stock of the corporation, same being all of the shares issued and outstanding having voting power, which Agreement of Merger was thereby adopted as the act of the stockholders of said Curran Tile Services, Inc., and the duly adopted agreement and act of the said corporation.

WITNESS my hand on this 25th day of June, 1999.

Catherine C. Curran

Catherine C. Curran, Secretary
Curran Tile Services, Inc.

CROSSVILLE CERAMICS COMPANY LIMITED PARTNERSHIP
AGREEMENT OF LIMITED PARTNERSHIP

THIS LIMITED PARTNERSHIP AGREEMENT, dated as of December 5, 1998, is made by and between **Curran Tile Management, Inc.**, a Delaware corporation, as a general partner (commonly referred to as the "General Partner") and **Curran Tile Services, Inc.**, a Delaware corporation, as a limited partner (commonly referred to as the "Limited Partner"). Unless the context requires otherwise, each corporation which holds a partnership interest under this Agreement, and any other party admitted as a partner pursuant to Section 14, is referred to as a "Partner" and collectively referred to as the "Partners". The Partners form a limited partnership pursuant to and in accordance with the Illinois Uniform Limited Partnership Act ("Act") and agree as follows:

1. NAME AND PURPOSE

The limited partnership shall engage in business under the name of Crossville Ceramics Company, LP (The "Partnership"), which Partnership is organized for the purpose of designing, manufacturing and selling ceramic tile and engaging generally in any and all activities related or incidental thereto and any other lawful business activities not inconsistent with this Agreement. There shall be filed on behalf of the Partnership, or recorded in each county and/or with the secretary of state for each state in which the Partnership owns property or conducts its business, such Partnership or assumed or fictitious name certificates or similar documents as may be required by applicable law to evidence the formation of the Partnership and the use of any names under which the Partnership may operate.

2. OFFICE AND PLACE OF BUSINESS

The Partnership's principal place of business shall be located at Sweeney Drive, Crossville, Tennessee or at such other place as may be determined from time to time by the Partners. The name and address of the registered agent of the Partnership for service of process on the Partnership in the State of Illinois is Timothy J. Curran, 7502 South Main Street, Crystal Lake, Illinois 60014.

3. TERM

The Partnership shall commence upon the filing of a Certificate of Limited Partnership with the Secretary of State of the State of Illinois and shall continue thereafter from year to year for a term of ninety-nine (99) years unless terminated as provided in this Agreement.

4. ACCOUNTING

The books and records of the Partnership shall be kept on an accrual basis and the fiscal and tax year of the Partnership shall be the calendar year. The Partnership books of account shall be kept on the accrual method of accounting, and shall be maintained on a basis consistent with the tax returns and in accordance with Generally Accepted Accounting Principals ("GAAP") consistently applied. All books of account, contracts, letters, papers, documents and memoranda belonging to the Partnership shall be kept in its principal office and shall be available at all reasonable times for examination by any of the Partners.

If requested by any Partner, the books of account shall be audited or reviewed as of the end of the taxable year and statements provided to each Partner. The costs of such audit or review shall be borne by the Partnership.

5. CAPITAL CONTRIBUTIONS

(a) The capital of the Partnership shall be the aggregate amount of the capital contributions made to it by the General Partner and the Limited Partner. An individual capital account shall be established and maintained for each Partner and shall be credited with the amount of each Partner's capital contribution to the Partnership. Any Partner whose interest int he Partnership is increased, by means of the transfer to such Partner of all or part of the interest of another Partner, shall have a capital account that has been appropriately adjusted to reflect such transfer. Each Partner's capital account shall be determined and maintained throughout the term of the Partnership in accordance with the requirements of Section 704(b) of the Internal Revenue Code of 1986, as amended, (the "Code") or its counterpart in any subsequently enacted Internal Revenue Code, and of the Treasury Regulations promulgated form time to time in connection with the Code. No Partner shall be entitled to interest on the Partner's capital contribution, or to withdrawn any part of the Partner's capital account, or to receive any distributions from the Partnership except as specifically provided in this Agreement.

(b) Each Partner shall make an initial contribution in cash equivalent to its percentage interest in Partnership profits and losses. The Partners shall make additional capital contributions from time to time in such amount as may be determined by the Partners to be necessary to carry out the purposes of the Partnership. Such amounts shall be determined form time to time. Such contributions shall be due and payable within the time specified in the formal approval by the Partners, provided that such period shall not be less than thirty (30) days.

(c) If a Partner fails to make any required capital contribution, the necessary funds may be raised by the Partnership by borrowing form the remaining Partners in such amount and proportions as the lending Partner shall agree upon.

6. ALLOCATION OF PROFITS AND LOSSES

(a) The income, profits, gains and expenses or losses of the Partnership shall be allocated or charged to the Partners as follows:

Partner	Percentage Interest
Curran Tile Management, Inc.	1%
Curran Tile Services, Inc.	99%

However, in accordance with §704(c) of the Code, income, gain, loss and deduction with respect to any property contributed to the Partnership shall be allocated among the Partners to take account of any variation between the adjusted basis of such property to the Partnership and its fair market value at the time of contribution. For purposes of this Agreement, "Net Income" and "Net Loss" mean taxable income and taxable loss, as the case may be, of the Partnership for any year as determined for Federal income tax purposes, increased by the amount, if any, of tax-exempt income received or accrued by the Partnership, reduced by the amount, if any, of all expenditures of the Partnership described in §705(a) (2) (B) of the Code, and adjusted, with respect to items related to any assets contributed to the Partnership (collectively, the "Contributed Assets"), as described in the following sentence. For purposes of computing Net Income or Net Loss (x) the amount of depreciation, depletion or amortization ("Book Depreciation") for any year with respect to any Contributed Asset shall be determined in accordance with the methods used for tax purposes and shall equal the amount that bears the same ratio to the fair market value of such property at the time that such property was contributed to the Partnership as the depreciation, depletion or amortization computed for Federal income tax basis of such property at the time that such property was contributed, provided, however, that if such property has an adjusted Federal income tax basis of zero at the time that such property is contributed, the rate of Book Depreciation shall be determined as the Partners may agree; and (y) gain or loss with respect to the disposition of any Contributed Asset shall be determined by the difference between (A) the amount realized with respect to such disposition, and (B) the fair market value of such property at the time of the contribution, reduced by the amount of any Book Depreciation previously taken into account with respect to such property for the purpose of computing Net Income and Net Loss (the "Book Basis"). In the event that any Contributed Asset is distributed in kind to any Partner, the difference between the fair market value of such property at the time of distribution and its Book Basis shall be taken into account as Net Income or Net Loss, as the case may be. This definition shall determine the calculation of net income or net loss for financial reporting purposes.

In the event a Partner receives an unexpected adjustment, allocation, or distribution described in paragraphs (4), (5), or (6) or §1.704-1(b)(2)(ii)(d) of the Treasury Regulations, and such Partner has a deficit capital account balance after reflecting such item, then such Partner shall be allocated items

of income and gain in accordance with §1.704-1(b)(2)(ii)(d) of the Treasury Regulations (consisting of a pro rata portion of each item of Partnership income, including gross income, and gain for such year) in an amount and manner sufficient to eliminate such deficit balance as quickly as possible.

7. PARTNERSHIP DISTRIBUTIONS

The Partnership may accumulate, and shall, at least once during each fiscal year of the Partnership, make distributions of, Partnership property, including any cash held by the Partnership which is not reasonably necessary for the operation of the Partnership, at such times and in such amounts as determined from time to time by the General Partner. Any distributions shall be pro rata based upon percentage interest in Partnership profits.

8. PARTNERSHIP FUNDS

All funds of the Partnership shall be deposited in its name in such account or accounts as shall be designated by the General Partner. All withdrawals therefrom shall be made by checks signed by the person or persons whom the General Partner designates as the agent of the Partnership to sign checks upon any Partnership account. Partnership funds may be invested in any manner selected by the General Partner.

9. LIABILITY OF PARTNERS

The General Partner shall have unlimited liability for the repayment and discharge of all debts and obligations of the Partnership attributable to any fiscal year or portion thereof during which it is or was a General Partner of the Partnership. A former General Partner shall not be liable for the repayment and discharge of debts and obligations of the Partnership attributable to any fiscal year or portion thereof during which it was not a General Partner. As used in this Agreement, the term "former General Partners" refers to such persons as hereafter from time to time to be General Partners pursuant tot he terms and provisions of this Agreement.

The Limited Partner or an employee, agent, director or officer of the Limited Partner may also be an employee, agent director or officer of the Partnership or the General Partner. The existence of these relationships and the Limited Partner in such capacities will not result in the Limited Partner being deemed to be participating in the control of the business of the Partnership (within the meaning of the Act) or otherwise affect the liability of the Limited Partner or the person so acting.

10. DUTIES

The General Partner shall procure insurance which is appropriate for the business of the Partnership including but not limited to, general liability insurance, workers' compensation insurance, and other insurance which is common in the industry in which the Partnership will operate. The General Partner

shall devote such time and attention tot he business of the Partnership as may be reasonably necessary, but the General Partner shall not be required to devote its entire time and attention to the Partnership. The General Partner shall not receive any compensation for its role as General Partner. Notwithstanding the foregoing, the Partnership, through its General Partner and without consent of the Limited Partners, may contract with a Partner for services incident to the operation of the Partnership business. Such contracts shall be in writing and signed by the parties. Any Partner or affiliate of a Partner may be engaged by the Partnership to provide services to the Partnership without the approval of the unaffiliated Partners and may receive reasonable compensation for such services.

11. MANAGEMENT

(a) The General Partner shall be the managing partner of the Partnership and shall execute all documents on behalf of the Partnership and to conduct the normal business of the Partnership. Third parties dealing with the Partnership in a bona fide arms-length transaction may act in reliance on the representation of the General Partner and need not inquire into the power of such Partner to act for the Partnership, and may presume that any writing signed by the General Partner has been approved by the Partnership.

(b) For purposes of Subchapter C of Chapter 63 of the Code, the General Partner shall serve as the tax matters Partner ("Tax Matters Partner") of the Partnership and, as such, shall have all the rights and obligations given to the Tax Matters Partner under said Subchapter. All elections by the Partnership for federal, state and local income and franchise tax purposes shall be determined by the Tax Matters Partner, which shall prepare and file or cause to be prepared and filed all tax returns required to be filed by the Partnership. The Partners shall neither sue or hold the General Partner legally accountable for any act or omission which results in loss or damage to the Partnership, if such act or omission is undertaken by the General Partner in good faith on behalf of the Partnership. If the act or omission was pursuant to a written opinion of legal counsel, its good faith shall be conclusively presumed. The foregoing shall not relieve the General Partner of liability to the other Partners for gross negligence or willful malfeasance.

(c) The General Partner is authorized and directed to:

(i) Take all action that may be necessary appropriate to carry out the purposes of the Partnership as described in this Agreement, except where consent of the other Partners is specifically required by this Agreement or any applicable law;

(ii) Prepare or cause to be prepared in conformity with good business practice all reports required to be furnished to the Partners or required by taxing bodies or other governmental agencies, including federal income tax returns for the Partnership;

(iii) Incur, refinance, modify or prepay indebtedness of the Partnership;

(iv) Invest Partnership funds in its sole discretion, including acquiring debt or equity interests in other partnerships or other entities, whether or not such partnership or entities are related to the General Partner;

(v) In its sole discretion, transfer any portion of its interest in the Partnership in any profit, loss or cash flow to any affiliate of the General Partner;

(vi) In its sole discretion, distribute or withhold distribution of cash flow or net proceeds from the Partnership operations; and

(vii) Do all other things that may be necessary or desirable in order to properly and efficiently administer and carry on the affairs, assets, and business of the Partnership, including but not limited to, the execution of all conveyances, leases, easements, deeds, notes, mortgages and other documents.

(d) The General partner is authorized to execute and deliver in the name of and on behalf of the Partnership:

(i) Any note, mortgage, or other instrument or document in connection with any mortgage or any other agreement, contract, certificates, instruments or documents required in the course of business of the Partnership or as may be required by any bank or other entity;

(ii) Any deed, lease, mortgage, mortgage note, bill of sale, contract or any other instrument purporting to convey or encumber the real or personal property of the Partnership; and

(iii) Any instrument, agreement, contract, certificate or document required to carry out the intention and purpose of this Agreement and the business of the Partnership, including, without limitation, the filing of all business certificates and this Agreement and any amendments.

12. RESTRICTIONS ON PARTNERS

(a) The General Partner shall not:

(i) Perform any act in violation of any applicable law or regulation or this Agreement, or take any action which under the Act or this Agreement requires the approval, ratification or consent of some or all of the Partners, without first obtaining such approval, ratification, or consent, as the case may be, or

(ii) Perform any act detrimental to the Partnership business or which would make it

impossible or impracticable to carry on its business;

(b) The General Partner shall not, without the consent of the Partners:

(i) Cause the dissolution or winding up of the Partnership or cause the partition of any Partnership property; and

(ii) Borrow from the Partnership or commingle Partnership funds with funds of any other person.

13. ADDITIONAL PARTNERS

Upon the majority vote of the Partners, additional Partners may be admitted to the Partnership upon the terms and conditions of this Agreement with such percentage interest in Partnership income as may be determined by the majority of the Partners. In addition, any such new Partner shall contribute to the Partnership such amount as shall be determined by the majority of the Partners, which amount shall become such new Partner's opening capital account.

14. MEETINGS

Special meetings may be called by any one Partner by written notice to the other Partners. No matters outside the ordinary course of Partnership business shall be brought before any meeting unless written notice of such matter shall have been delivered to all Partners at least seven (7) days prior to such meeting or unless all Partners are in attendance. All such meetings shall be held at the principal office of the Partnership unless the Partners agree to hold the meeting elsewhere.

15. LIMITATIONS ON DISPOSITION OF PARTNERSHIP INTEREST

Except as otherwise provided in this Agreement, no Partner shall dispose of all or any part of its Partnership interest without first receiving the express written consent of the General Partner.

16. DISSOLUTION OF A PARTNER

The dissolution of a Partner shall not terminate the Partnership. The successors to the interest of the dissolved Partner shall become substitute Partners and shall be bound by the provisions of this Agreement.

17. BANKRUPTCY OF A GENERAL PARTNER

(a) If the bankruptcy of the General Partner occurs and at such time there is at least one other general partner, such remaining general partner shall carry on the business of the Partnership without

dissolution, and the general partner in bankruptcy (the "Bankrupt Partner") shall become a limited partner having (x) no right to participate in the management of the Partnership business and affairs of the Partnership and (y) the same interest in all items of income, gain, loss or deduction of the Partnership to the same extent as if such bankruptcy had not occurred. The Partnership shall continue to be governed by the terms of this Agreement, the Partnership business and the property of the Partnership shall continue to be owned by the Partnership and the Partnership business shall otherwise continue unaffected by such bankruptcy. Upon the occurrence of the bankruptcy of any general partner, (i) the Bankrupt Partner and the other Partners shall execute such documents as may be necessary or appropriate to carry out the provisions of this Section 17 and (ii) the other Partners are, without necessity of any further action or documentation, hereby appointed attorneys-in-fact of the Bankrupt Partner for the purpose of carrying out the provisions of this Section 17 and taking any action and executing any documents which such Partners may deem necessary or advisable to accomplish the purposes hereof, such appointment being irrevocable and coupled with an interest.

(b) If the bankruptcy of a general partner occurs and at such time the Bankrupt Partner is the only general partner, the other Partners may (i) consent in writing to dissolve the Partnership or (ii) within 90 days after such bankruptcy occurs, agree in writing to continue the business of the Partnership and to appoint, effective as of the date of such bankruptcy, one or more additional general partners. In the case of clause (ii), the Partnership business shall be carried on by such newly appointed general partner(s) and the Bankrupt Partner shall become a limited partner subject to the provisions of paragraph (a) of Section 17.

(c) In the event that nay general partner shall become a "Debtor" as defined in the United States Bankruptcy Code of 1978, as amended (the "Bankruptcy Code"), in any case commenced thereunder and at any time during the pendency of such case there shall be appointed (i) a trustee with respect to the Bankrupt Partner under Section 701, 702 or 1104 of the Bankruptcy Code (or any successor provisions thereto), or (ii) an examiner having expanded powers beyond those specifically enumerated in Section 1104(b) of the Bankruptcy Code, then the other Partners may, at any time thereafter, so long as such condition exists, elect to dissolve the Partnership, in which event the affairs of the Partnership shall be would up as provided in Section 19.

18. DISSOLUTION OF THE PARTNERSHIP

A dissolution of the Partnership shall take place upon the first to occur of the following: (i) the written consent of each Partner to dissolve the Partnership; (ii) the transfer or sale of all or substantially all of the Partnership's assets; (iii) an election to dissolve the Partnership pursuant to Section 17(b)(i) or Section 17(c); (iv) the occurrence of any event that results in a General Partner ceasing to be a general partner of the Partnership under the Act, provided, the Partnership shall not be dissolved and required to be wound up in connection with any of the events specified in this clause (iv) if (a) at the time of the occurrence of such event there is at least one remaining general partner of the Partnership who is authorized to and does carry on the business of the Partnership, or (b)

within ninety (90) days after the occurrence of such event, all remaining Partners agree in writing to continue the business of the Partnership and to the appointment, effective as of the date of such event, of one or more additional general partners of the Partnership; or (v) the entry of a decree of judicial dissolution.

19. WINDING-UP OF THE PARTNERSHIP

(a) Upon dissolution, voluntary or involuntary, the Partnership will continue, but only for the winding up of the business of the Partnership.

(b) Upon completion of the winding up of business, the Partnership shall be terminated. The proceeds form liquidation of the Partnership assets shall be applied as follows: (1) first, to the payment of creditors, other than Partners, in the order of priority provided by law; (2) second, to the setting up of any reserves which the Partners deem reasonably necessary for the payment of any contingent or unforeseen liabilities or obligations of the Partnership; (3) third, to the payment of any indebtedness of the Partnership to Partners for money borrowed; (4) fourth, to the payment of obligations of the Partnership to Partners other than for money borrowed or for capital and profits; and (5) the balance, if any, shall be distributed to the Partners in accordance with the positive balances in their capital accounts.

(c) Upon liquidation, distribution of assets to Partners may be in cash or in kind, based on fair market value, or both, as the Partners shall decide, with cash distributed first in the order of priority indicated in Subsection (b) of this Section and assets in kind last.

(d) If, upon liquidation and after restoration by each Partner of any deficit in its capital account, the assets of the Partnership are insufficient to discharge all obligations of the Partnership upon which recourse may be had against the Partners individually, each Partner shall contribute to the capital of the Partnership a percentage of the aggregate amount required to discharge such obligations equal to its interest int he profits and losses.

20. GOVERNING LAW

The status, rights and liabilities of the Partners shall be governed by, and this Agreement shall be construed in accordance with, the laws of the State of Illinois.

21. BINDING EFFECT

This Agreement shall bind the parties, their successors and assigns.

22. AMENDMENTS

This Agreement may be amended at any time and from time to time but any amendment must be in writing and signed by a Partner.

23. INDEMNIFICATION

(a) The Partnership, its receiver or its trustee, shall indemnify and hold harmless the General Partner from any liability, loss or damage incurred by it by reason of any act performed or omitted to be performed by it on behalf of the Partnership, including costs and reasonable attorney's fees (which attorney's fees may be paid as incurred).

(b) The General Partner shall indemnify, defend and hold harmless the Limited Partners from and against any loss, liability, damage or expense, including reasonable attorney's fees, arising out of any demands, claims, suits, actions, or proceedings against the Limited Partner in an amount in excess of the capital contribution of the Limited Partner.

24. NOTICES

Any written notice to any of the Partners required or permitted under this Agreement shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given or on the third day after mailing if mailed to the party to whom notice is to be given by first class or airmail, registered or certified, postage prepaid and addressed to the addressee at its most recent address given to the Partnership by the addressee under this provision. Notice to the Partnership shall be similarly given and addressed to it at its principal place of business.

25. COUNTERPARTS

The parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all of the parties, and each counterpart shall be deemed an original instrument as against any party who has signed it.

26. SEVERABILITY

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

27. ENTIRE AGREEMENT

This instrument contains the entire agreement of the parties relating to the rights granted and the obligations assumed in this instrument. Any oral representations or modifications concerning this instrument shall be of no force or effect unless contained in a subsequent written modification signed by the party to be charged.

28. NO THIRD PARTY BENEFICIARIES

Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon or to give any person or entity, other than the parties or their successors in interest, any rights or remedies under this Agreement.

29. WAIVER

Failure to enforce any term or condition of this Agreement shall not be deemed a waiver of that term or condition for the future, nor shall any specific waiver of a term or condition at one time be deemed a waiver of such term or condition for the future.

30. WAIVER OF PARTITION ACTION

Each of the Partners irrevocably waives any right to maintain an action for partition with respect to property of the Partnership.

IN WITNESS WHEREOF, the undersigned have set their hands effective the 1st day of December, 1998.

Curran Tile Management, Inc.

By: William Curran
Name: William Curran
Title: President

Curran Tile Services, Inc.

By: William Curran
Name: William Curran
Title: President

d119.ge