

(b) When exercising the voting rights expressly granted under this Agreement, each Limited Partner shall have one vote. Limited Partners may exercise their voting rights in person, in writing, by proxy, or otherwise as provided herein.

(c) No Limited Partner shall be liable for any debts or losses of the partnership.

12. Management Duties and Powers: The General Partners shall devote such time to the partnership as it shall deem necessary to conduct the partnership business, and to develop, operate, and manage the partnership property in an efficient manner. The General Partners shall have sole discretion in the management and control of the partnership business, including but not limited to, the development and disposition of its property, and shall make all decisions affecting its affairs to the best of their ability. Any decisions affecting the affairs of the partnership shall be unanimously agreed upon by the General Partners before such decisions are put into effect. Without limiting the foregoing, the General Partners, at the expense of the partnership may: (a) Acquire and deal with any part or all of the partnership property whether real or personal, including but not limited to, leasing, selling, exchanging, conveying, and granting options with respect thereto, at any time or from time to time upon terms and conditions that the General Partners unanimously deem to be in the best interest of the partnership;

(b) Enter into contracts with persons, firms, or corporations to provide services and materials for the improvement, development and operation of the property upon such terms and conditions as the General Partners unanimously deem to be in the best interest of the partnership;

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