

going distribution plan, the Limited Partners shall cease to be such and the General Partners as the sole remaining partners of the partnership shall execute, acknowledge and cause to be filed a certificate of cancellation of the partnership.

26. Notices: All notices under this Agreement shall be in writing. Unless delivered personally, all notices shall be given by certified mail. Notice to the General Partners or to the partnership shall be delivered at or mailed to the principal place of business of the partnership. Notices to a Limited Partner shall be delivered to such partner or mailed to the last address furnished by him for such purposes to the General Partners.

27. Business Opportunities: Any General or Limited Partner may engage in or possess an interest in other business ventures of every nature and description independently or with others, including but not limited to the ownership, financing, leasing, operating, management, syndication, brokerage and development of real property, and neither the partnership nor the Partners shall have any right by virtue of this Agreement in and to such independent ventures or to the income or profits derived therefrom.

28. Amendments: This Agreement is subject to amendment only by the unanimous consent of the General Partners and the consent of the holders of a majority of the Limited Partner votes.

Amendment may be proposed by the General Partners or by Limited Partners collectively holding not less than forty (40%) per cent of the Limited Partner votes. Following such proposal, the General Partners shall submit to the Limited Partners a verbatim statement of any proposed amendment, together with a recommendation

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