

may consult with legal counsel selected by it. Any action taken or omitted to be taken by it in good faith reliance on, and in accordance with, the opinion or advice of such counsel shall be full protection and justification to them with respect to the acts taken or omitted to be taken.

The General Partners shall not be personally liable to forward a return of the capital contributions of the Limited Partners.

The General Partners shall have the right and authority to require in all partnership contracts that the General Partners will not be personally liable thereon and that the personal entity contracting with the partnership is to look solely to the partnership and its assets for satisfaction.

19. Indemnity: The Partnership hereby indemnifies the General Partners and saves them harmless from any loss or damages, including reasonable attorneys fees and other costs, incurred by them by reason of any act performed by them on behalf of the partnership or in furtherance of its interests; provided, however, that the foregoing shall not relieve the General Partners of liability for fraud, bad faith, or gross negligence.

20. Valuation of Partnership Interests: (a) The General Partners will subdivide the partnership's real property into Marketable Units on April 1, 1973, and will appraise each's units' fair market value of that date. The General Partners will resubdivide and reappraise the partnership's real property as above on each subsequent October 1st and April 1st, and will resubdivide and reappraise more frequently upon the call of a General Partner. The sum of the values assigned to each Marketable Unit will be known as the TOTAL REAL PROPERTY VALUE.

In the event either General Partner wishes to develop any Marketable Unit, or Units, and the other General Partner does not agree, then the Partnership will sell to the General Partner desiring