

withdrawn unless all liabilities of the Limited Partnership have been paid or unless the Partnership has sufficient assets to pay them. Except as otherwise provided in this Agreement, no Limited Partner shall have the right to demand or receive property other than cash in return for his contributions.

(c) Consent of Limited Partners: Subject to the requirements of Subparagraph (e) hereof, the Limited Partners hereby consent to any sale or other disposition, encumbrance, mortgage, security agreement or lease (or modification, cancellation or replacement of any existing mortgage, security agreement or lease) by the General Partners on behalf of the Partnership, of any or all of the Partnership's assets on such terms and conditions as may be determined by the General Partners in their sole discretion, and to the employment, when and if required, of such brokers, accountants, managing and other agents and attorneys as the General Partners may from time to time determine.

(d) Other Business Ventures: Any of the Partners, General or Limited, 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, operation, management or development of real property and neither the Partnership nor any of the Partners hereof shall have any rights by virtue of this Agreement in and to such independent ventures or the incomes or profits derived therefrom.

(e) Sale of Partnership Property: The Partnership Property shall not be sold without prior written approval of J. Harold Smith and Myrtice R. Smith, and no portion of the Partnership Property (or shopping center to be constructed thereon) shall be leased or rented to any person or party for operation of a business thereon for the use of or sale of alcoholic beverages.

14. Death, Incapacity, Retirement of General Partners. Upon the death, assignment for the benefit of creditors, adjudication of bankruptcy, incapacity, or retirement of a General Partner pursuant to the provisions of this Paragraph, the Partnership shall be dissolved and terminated; provided, however, that the remaining General Partners may agree to continue the Partnership in accordance with the following provisions:

(a) In the event that a General Partner gives notice to retire from the Partnership and there are no remaining General Partners, the Partnership shall be dissolved and terminated in accordance with Paragraph 20 hereof.

(b) In the event that a General Partner dies or makes an assignment for the benefit of creditors or is adjudicated bankrupt or becomes incapacitated and there are no remaining General Partners, the Partnership shall be dissolved and terminated in accordance with Paragraph 20 hereof.

(c) In the event that a General Partner gives notice to retire or dies or makes

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