

- XV. No Limited Partner has a right to demand or receive property other than cash in return for his contribution.
- XV. The Limited Partners are entitled to vote upon matters affecting the basic structure of the Partnership, including the right by majority vote to vote upon:
- A. Removal of any or all of the General Partners;
  - B. Election of additional or successor General Partners;
  - C. Termination and dissolution of the Partnership;
  - D. Amendment of the Limited Partnership Agreement, except as expressly prohibited in Article XVII of the Limited Partnership Agreement;
  - E. The sale of substantially all of the assets of the Partnership in a single sale, or in multiple sales in the same 12-month period, except in the orderly liquidation and winding up of the business of the fund upon its termination and dissolution.
  - F. The pledge of the Partnership's credit, except in the ordinary course of the Partnership business, which shall include construction and permanent financing which is related to the purchase of any Partnership real or personal property, the initial financing of properties acquired free and clear of encumbrances or the refinancing of previous obligations;
  - G. Executing or delivering any assignment for the benefit of the creditors of the Partnership; and
  - H. Releasing, assigning or transferring a Partnership claim, security, commodity or any other asset of the Partnership without full and adequate consideration.
- XVI. Any deed, bill of sale, mortgage, deed of trust, lease, contract of sale, or other commitment purporting to sell, convey, or encumber the interest of the Partnership in all or in any portion of any real or personal property at any time held in its name, and any other contract, check, draft, document, communication or notice to which the Partnership is a party, including any documentation committing the Partnership to purchase any real or personal property, may be signed by: (i) any one of the Individual General Partners acting alone on behalf of the Partnership; (ii) by any one authorized officer of the Corporate General Partner acting alone on behalf of the Partnership; or (iii) if there remains only one General Partner, by such sole remaining General Partner, and no other signature will be required. Any amendment substituting a Limited Partner shall be signed by the Limited Partner to be substituted or added and shall be signed also by the assigning Limited Partner.

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