

other signature shall be required and any person shall be exonerated from any and all liability if he deals with the General Partners on the basis of documents approved and executed on behalf of the partnership by all the General Partners.

(b) No sales commission shall be due or payable to either General or Limited Partners in connection with a sale or any other disposition of any real or personal property now or hereafter owned by this partnership; provided, however no provision of this paragraph shall prohibit a sales commission or fee to be paid to a broker or agent employed by the partnership when such broker or agent duly earns such sales commission or fee even if such broker or agent is closely related or affiliated with one or more of the General or Limited Partners.

17. Advances: The General Partners may, but shall not be required to, advance funds to the partnership from time to time to the extent such funds are reasonably needed in the partnership's business. Such advances shall not be deemed a capital contribution to the partnership, but a debt due from the partnership to the General Partners and shall be repaid from the cash flow of the partnership with interest at a rate equal to the rate charged by the lending institution to the General Partners at the time of such advances plus one-half (1/2%) per cent.

18. Liability of General Partners: The General Partners shall not be liable to the partnership or the Limited Partners for any good faith act or omission to act, but only for fraud, bad faith or gross negligence; nor shall the General Partners be liable to the partnership or the Limited Partners for the exercise of their judgment under the provisions of this Agreement. The General Partners

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