

Partnership assets in the name or names of a nominee or nominees for any purpose convenient or beneficial to the Partnership;

(d) to acquire and enter into any contract of insurance which the General Partners deem necessary and proper for the protection of the Partnership, for the conservation of its assets, or for any purpose convenient or beneficial to the Partnership;

(e) to employ, engage or contract with persons in the operation and management of the Partnership business, including, but not limited to, supervisory managing agents, insurance brokers, real estate brokers and loan brokers, on such terms and for such compensation as the General Partners shall determine;

(f) to enter into contracts on behalf of the Partnership with a corporate or other business affiliate of the General Partners, or some of them, for the purpose of contracting with that entity for certain development, surveying, management, brokerage or marketing services for a fee, in addition to any interest or rights the General Partners may receive in the Partnership;

(g) to pay any and all organizational expenses incurred in the creation of the Partnership and to pay any selling expenses incurred in the sale of Partnership interests, including, but not limited to, printing costs, legal and accountant's fees and expenses and "Blue-Sky" expenses;

(h) to acquire one or more Limited Partnership interests and to become a Limited Partner to the extent of such interest;

(i) to execute, acknowledge and deliver any and all instruments to effectuate the foregoing.

8.4 LIMITATIONS ON AUTHORITY OF THE GENERAL PARTNERS.

The General Partners shall have all the rights and powers and be subject to all the restrictions and liabilities of a Partner in a Partnership without Limited Partners, except that the General Partners shall have no authority to:

(a) do any act in contravention of this Agreement and Certificate;

(b) do any act which would make it impossible to carry on the ordinary business of the Partnership (provided, however, that the sale of all or a major portion of the property in accordance with the terms of this Agreement shall not be deemed to be an act making it impossible for the Partnership to carry on its ordinary business);

(c) confess a judgment against the Partnership;

(d) possess Partnership property or assign the rights of the Partnership in specific Partnership property for other than a Partnership purpose;

(e) admit a person as a General Partner except as otherwise provided in this Agreement and Certificate;

(f) continue the business with Partnership property after their retirement, expulsion, adjudication of bankruptcy or insol-